

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s.; Country, 28s.; with the WEEKLY REPORTER, 52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the Office—cloth, 2s. 6d., half law calf, 5s.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

The Solicitors' Journal.

LONDON, JUNE 9, 1877.

CURRENT TOPICS.

THERE ARE THREE FACTS, tolerably well known to the legal profession, which we think it right that the public should also be aware of. The state of the cause lists in London and at Middlesex is such that when the courts rise in August it seems inevitable that there should be a thousand *remnants* at the least; in other words, a thousand plaintiffs will be thrown over the long vacation. This is in addition to a large number of causes which doubtless would have been entered under a happier state of things, but which have been choked off by the state of the lists. This is the first fact. The second fact is that, notwithstanding the express provision in the Appellate Jurisdiction Act of 1876, that divisional courts should be constituted, except under special circumstances, of not more than two judges, the divisional courts at Westminster have frequently during the present sittings been constituted of three judges, the only apparent reason being that there was no court at Westminster for the third judge to occupy. We may add that, if the two Chief Justices had not taken the places of the two Lords Justices who have now for a considerable time been absent from their duties, the plethora of learned judges would have been still more remarkable. The third fact is that, during the whole time cases with juries are being tried at Westminster, six courts at Guildhall are left silent and empty. The state of things is, therefore, this:—We have a crowd of complaining suitors without judges to try their causes, a number of learned judges eager for courts in which to sit, a series of vacant courts waiting to be occupied, and it may, perhaps, be added, a throng of new-fledged leaders burning to distinguish themselves. Is it not right that an effort should be made to supply these wants, even at some inconvenience to those persons, learned and otherwise, who object to contemporaneous sittings at Guildhall and Westminster?

IT IS UNDERSTOOD that no writs are to be issued by the Record and Writ Clerks marked for Mr. Justice Fry, a course which it may be presumed is sanctioned by authority. If it has been determined that no new chief clerks shall be appointed for the present, an order should be at once issued providing for the chamber work of the learned judge referred to. There are several modes in which this provision may be made. The whole of the references from Mr. Justice Fry to chambers may be sent to the chambers of one of the other four judges of the Chancery Division, or the causes in his list may be treated as only provisionally transferred to the new judge for the purposes of hearing, the inquiries and accounts being taken in the chambers of the several judges before whom the actions were originally set down. The latter course would afford a means of dividing the work, but the former method might be adopted if there exists any judge whose chambers are not already blocked; in this case however, the work of two judges might prove more than

sufficient for one set of chief clerks and their staff, and the same observation would apply if it should be thought more desirable to detach one chief clerk from the chambers of one of the other judges. Upon the whole, it seems preferable (always supposing that no chief clerks are to be appointed) that the chamber business of Mr. Justice Fry's court should be transacted in the chambers of the judges for whom the actions were originally marked, and that these actions should return to him for further consideration. But under this arrangement Mr. Justice Fry might have to personally communicate with no fewer than twelve chief clerks, for it cannot be expected that the business of working out the details of the learned judge's orders will be imposed on his four colleagues.

THE NEW RULE OF COURT, which we print in another column, is a large concession to the reasoning upon which the decision of the Court of Appeal in *The Bank of Montreal v. Cameron* (25 W. R. 593) was founded. The point of that decision was that, corporate bodies not being expressly mentioned in r. 1 of ord. 14, the provision of that rule was not available to a corporate body suing as plaintiff, and that the affidavit required by the rule could not be made by the secretary of such a body. Under the new rule, however, not only may a corporate body suing as plaintiff procure from their secretary the affidavit required by the rule, but any plaintiff may procure such affidavit from some other person who can swear positively to the debt or cause of action. The importance thus given to the recent decision suggests a further notice of it, inasmuch as we cannot help thinking that in reaching it certain provisions of the Judicature Acts and Rules bearing upon the point were rather overlooked. It was surely important to notice that, by the interpretation section of the Judicature Act, 1873 (section 100), it was provided that "plaintiff" "shall include every person seeking any relief;" and by ord. 63 this section was made applicable to the rules, and it was provided that "person" "shall include a body corporate or politic." Read by the light of these provisions, therefore, ord. 14, r. 1, would seem to have applied to and included a body corporate. There is no doubt some difficulty in seeing how a body corporate could swear "that in his belief there is no defence to the action"; but it is to be observed that in *Bank of Montreal v. Cameron* Lord Justice Bramwell stated that "if the rule had spoken expressly of corporations the case would have been different, and the words 'in his belief' would have demanded that a meaning of some sort should be given to them." Now, we venture to think that, under the provisions we have mentioned, the rule, when it spoke of a "plaintiff," did, in fact, speak of "a corporation seeking relief." Inasmuch as a somewhat similar point may yet arise under other rules, and the decision in the case mentioned will probably be regarded as regulating and governing the construction of the rules generally, it seems desirable to call special attention to the provisions of the interpretation clauses of the Judicature Acts and Rules.

RAILWAY PASSENGERS will have perused with interest the case of *Brown v. Great Eastern Railway Company*, in which Mellor and Lush, JJ., decided on Thursday last that, under the "common form" bye-law by which a ticketless passenger may be compelled to pay the full fare whence the train started, the "full fare" must be first demanded before the passenger can be summoned. The facts were shortly these:—The defendant, who held a season ticket from Brentwood to Liverpool-street, was found without a ticket at Stratford, an intermediate station. He refused to show any ticket, and appears to have given inconsistent replies to the officials, for in one breath he is said to have named a non-existing station as that from which he came, and in another to have alleged

that the collector knew him very well, and that he was a season ticket holder. However this may have been, he was summoned before justices and required to pay the fare from Colchester, whence the train started, being 4s. more than the fare from Brentwood. Of the many points of law arising upon these facts, the court appears to have decided one only—that a demand of the "full fare" is necessary. We think it unfortunate that the two more serious questions—(1) whether justices have jurisdiction, and (2) whether the bye-law is reasonable—were not considered by the court. Now, the bye-law enacts that "any passenger travelling without a ticket, or refusing or failing to show or deliver up his ticket, shall be required to pay the fare from the station whence the train originally started to the end of his journey." The 145th section of the Railways Clauses Act, 1845, enacts that "every penalty or forfeiture imposed" by that Act "or by any bye-law made in pursuance thereof, may be recovered by summary proceedings before two justices." Is the compulsory payment of the full fare under these circumstances a "penalty or forfeiture," so as to give justices jurisdiction, or must the "full fare" be recovered in a county court? It may be observed that the requirement of the full fare is comparatively new, and that older bye-laws imposed a penalty of 40s. *ex nomine*. Neither the word "penalty" nor "forfeiture" being used in the bye-law, and "penalty" having occurred in the older bye-law, we incline to think that the "full fare" is not recoverable before justices, but that the justices' jurisdiction is confined to the imposition of the penalty of forty shillings—a penalty far too small in case of wilful fraud. (See section 103 of the Railways Clauses Act, 1845; *Dearden v. Townsend* L. R. 2 Q. B. 10). But it is far more important to consider whether the bye-law is reasonable. In the very early case of *Chilton v. The London and Croydon Railway Company* (16 M. & W. 212), and in a recent case in Ireland (*Barry v. Midland Great Western Railway Company*, 17 Ir. C. L. 103), the court appeared to be of opinion that such a bye-law was valid; but in *R. v. Frere* (4 E. & B. 598) Lord Campbell cautiously abstained from pronouncing an opinion on the power of a company to make rules requiring a larger fare for a less distance; and, although this last was an extreme case, we have grave doubts whether a bye-law which imposes upon an innocent passenger who has lost the most convenient evidence of his contract, but can produce other evidence of it, the obligation to pay the company according to an entirely different contract can be said to be reasonable. The sanction of the Board of Trade does not appear to preclude an inquiry into the validity of the bye-laws (see *R. v. Wood*, 1 E. & B. 49). Another little point arises, and that is, Where does a train start from to make the "full fare" payable? Is it identity of engine, or of carriage, or of guard which makes a "train"? The many changes of a long journey will often make this a difficult question to answer. It is said, indeed, in *Barry v. Midland Great Western Railway Company* (17 Ir. C. L. 103), that where the passenger joins a train from a branch, the point of departure of the train from the main line is the place whence the train started; but this solution will not suffice for all cases. In fact, the whole question bristles with points of law which the innocent passenger who is apt to lose his ticket may contemplate with curiosity; but, on the whole, without much apprehension.

THE CONVERSATION ON Thursday evening in the House of Lords between the Lord Chancellor and Lord Selborne showed that the question of legal education is about to be put to sleep. The latter learned lord expressed himself "satisfied that this Bill should pass. The consequence was that he should, though with reluctance, have to leave to others coming hereafter that larger scheme which he had proposed." As regards education the result will be practically to stereotype the present system, but as regards the discipline of the bar the

result will probably be to produce a considerable improvement in uniformity of decision; the number of the council (30) is, however, in our opinion, far too great, and it appears to us that the provision as to its composition is perversely wrong. The Bill provides that any barrister of ten years' standing may be elected a member of the council; but the election is left in the hands of the benchers. Now, it is not very likely that the benchers will go beyond their own body in the selection of members; but if they do the result will follow that to that extent the main advantage hitherto secured by the administration of discipline by the benchers—a certain freedom from personal bias and from the prejudices current among the junior bar—will be lost. We think the council ought to be elected by the bar from the benchers, and considering that the appeal is to the judges, members of the judicial body ought not to be eligible to serve on the council. The quorum of five provided for by the Bill is too small; nine ought to sit for all questions of discipline. We hope these matters will be considered when the Bill reaches the Commons.

WE HOPED the suggestion made by a *Times* reporter a few days ago, that a "cabman's shelter" should be provided outside the court of the new judge of the Chancery Division, will not be lost sight of. It will be remembered that, as no chief clerks have been provided for this learned judge, care has been taken to transfer to him, as far as possible, only "common law actions," the result being that, in many of the cases transferred, a number of witnesses have to be examined *viva voce* in court. No room has been provided for witnesses in waiting, and there is not even the convenience of a covered cloister or passage such as exists outside the Court of Appeal and the Vice-Chancellors' courts in Lincoln's-inn. Consequently, when the witnesses are ordered out of court, their only resource is to disport themselves in the garden adjoining the hall and library of Lincoln's-inn. So long as the weather is dry, perhaps no very great inconvenience may arise from this. But in tempestuous weather the spectacle presented in the neighbourhood of the court is very saddening. A few days ago a dozen or more of the witnesses in a case before Fry, J., might have been seen cowering under the leeward side of the porter's lodge. And on Friday, the 2nd inst., when a plaintiff, who had been previously ordered out of court, was called, more than five minutes elapsed before he could be found, and after much anxious investigation he was at last discovered sheltering himself from the wind and rain behind one of the buttresses of the Lincoln's-inn library.

THE FORFEITURE RELIEF BILL has appeared at least twice in the paper of the House of Lords for second reading; but hitherto it has failed to come on. What can be the meaning of a delay which contrasts so strongly with the rapid progress of the Bill through the Commons? It cannot be the state of business in the House, for their lordships have not much to do. Is it that there are lawyers in the House of Lords who have time to read measures, before they pass them, and that the gallant Irish peer in charge of the Bill is not particularly eager to undertake the task of attempting to protect it from the criticism with which it is likely to be assailed? If so, we commend his prudence, and venture to suggest that, by withdrawing the measure, he will save himself this hopeless task and their lordships the trouble of exposing the manifold defects of this extremely crude attempt at legislation.

The motions before Fry, J., on Wednesday, the 6th inst., again occupied more than an hour. The applications were such as in actions attached to any other judge of the Chancery Division would have been made in chambers.

DAMAGES FOR DELAY CAUSED BY DEFAULT OF A CARRIER BY SEA.

THE case of *The Parana* (25 W. R. 596, L. R. 2 P. D. 118), in which the decision of Sir Robert Phillimore was reversed by the Court of Appeal, raised a very important point as to the liability of a shipowner for damages caused to a shipper by delay in the voyage arising from the defective state of the vessel.

The facts were shortly these:—The action was brought on behalf of the assignee of a cargo of hemp and other goods against a British ship to recover damages resulting from alleged unreasonable delay in the carriage of the goods. The ship had, in consequence of the weakness and defective state of her engines, been 127 days on the voyage, sixty-five to seventy days being the average time. The owner of the ship admitted his liability, and the amount of the damage was referred to the registrar, assisted by merchants, for report. The registrar found that there had been a fall in the market value of hemp between the time when the ship ought to have delivered her cargo and the date when the delivery actually took place, and reported that the plaintiff was entitled to five per cent. interest on the invoice value of the hemp during the period of delay, and was not entitled to further compensation in respect of the delay in the delivery of the hemp. The judge of the Admiralty Court held, on appeal, that the registrar ought to have included in the damages the difference between the market price of the cargo at the time when it was delivered and at the time when it should have been delivered. The Court of Appeal (James, Mellish, and Baggallay, L.JJ.) held that the plaintiff was not entitled to damages for the loss of market. The case seems to be destitute of authorities directly in point, though a great many decisions more or less *in pari materia* were cited in argument.

It has been frequently admitted that it is very difficult to lay down accurately the principle with regard to questions of remoteness of damage, or perhaps, to speak more exactly, though the principle may be laid down in general terms, it is so vague that it is very difficult to apply it to particular instances. Thus in the present case we find the judge of the court below and the Court of Appeal relying on the same principles in support of the opposite conclusions at which they arrived. We find some difficulty in acquiescing in the decision of the Court of Appeal. The question, of course, is, What may be considered the natural consequences of the breach of contract in the case within the meaning of the well-known rule as to remoteness of damage? The term "loss of market" seems to us to introduce certain analogies into the case which are to some extent fallacious. Lord Justice Mellish, in delivering his judgment, to some extent imported these analogies into the case, apparently on the footing that the damages given by the court below were given as being damages for loss of market. But the term "loss of market," as often used in these cases, does not apply, in our judgment, to damages arising from a general fall in the value of the article in a district. The term "loss of market" thus used applies when there was, on a particular day or at a particular time, an opportunity for favourably disposing of goods arising out of circumstances of an exceptional nature confined to a particular occasion, as, for instance, the influx of purchasers and the exceptional opportunity of sale caused by a market day or a fair at a particular town. It is true that all falls in value depend on particular circumstances, but these circumstances are so special that it is obviously contrary to the dictates of natural justice that a contractor should be made liable in respect of them without notice. But in the ordinary case of a land transit the carrier is liable for damages resulting from his breach of contract occasioned by a general fall in the value of the article at the place of destination as distinct from a fall occasioned by the special circumstances

indicated by the term "loss of market" as we have used it. Such, at least, is our notion of the law. If this be so, and no distinction is to be drawn between the case of a carrier by land and a carrier by sea, the decision of the court below would appear to be correct.

But Mellish, L.J., draws a distinction between the case of a carrier by land, and that of a carrier by sea. He says, "When goods are conveyed by railway, if they are conveyed for the purpose of sale, it is usually for the purpose of immediate sale, and if the cases are examined I think it will be found that the courts treated them as if the goods were consigned for the purpose of immediate sale. No doubt if goods are consigned to a railway company under such circumstances, the railway company may be reasonably supposed to know that they are consigned for the purpose of immediate sale, and if by breach of contract on the part of the company they do not arrive in time to be sold when the owner intends them to be sold, that may possibly be a ground for giving damage for what is called 'loss of market.'" Here it may be observed that the Lord Justice does not draw any distinction between what we have supposed to be meant by the term "loss of market," and a fall in the value of the goods not included in the term so employed. It may be that in cases relating to the question of "loss of market," as we understand the term, the courts have proceeded on such a footing as that indicated by the Lord Justice. But it appears to us that the cases which decide that the fall in market value can be recovered cannot be so explained. *Collard v. The South-Eastern Railway Company* (7 H. & N. 79), which case the Lord Justice referred to as being the strongest in the plaintiffs' favour, does not seem to us to have been decided on any such considerations.

But assuming that the law is as we have stated with regard to carriers by land, the Lord Justice undertakes to distinguish the case of carriers by sea. It is very important, however, to observe on what his distinction turns, and it will be found mainly to turn on the assumption that the cases as to land carriers have gone on the notion that the consignor intends immediately to sell at the place of destination. If this is not so, the suggested distinction is very much shaken. The Lord Justice proceeds: "In order that damages may be recovered we must come to two conclusions—first, that it was reasonably certain that the goods would not be sold until they did arrive; and, secondly, that it was reasonably certain that they would be sold immediately after they arrived, and that that was known to the carrier at the time when the bills of lading were signed." He then observes that goods may be, and very frequently are, sold while at sea. We cannot see what conclusion the learned Lord Justice intends to base on this suggestion. We take it that, as he himself says, the purchaser would then stand in the place of the vendor as to the damage. It would be a very strange thing, if the goods were lost altogether by the negligence of the carrier, that the vendee should have no remedy because the original shipper had sold them, and where, for this purpose, is the difference between loss of value by delay of delivery and non-delivery? The Lord Justice then goes on to urge that, with regard to goods shipped for a distant place, it is impossible to say for what purpose the shipper or his vendee requires them at that place. It may be for immediate sale, or it may be to keep for future sale. He says, "It is pure speculation to enter into the question for what purpose he purchases them. In this particular case the plaintiff did not sell the goods when they arrived, for he sold them some months afterwards, when a further fall had taken place in the market. Of course he does not seek to recover from the defendant that additional loss, but this serves to illustrate how uncertain it is whether he would have sold them. If he did not sell them when they did arrive, but kept them because he thought the market would rise, how can we tell that he would not have done exactly the same thing if the goods had arrived in time?" It is, perhaps, a

plausible answer to say that the probability is that the purchaser kept the goods in the present case because he did not like to face the loss that had already occurred, and hoped for a recovery; but it seems to us that the arguments of the Lord Justice are on other grounds very dubious.

Why do not all the suggestions he makes, and on which he seeks to distinguish between land and sea carriers, apply with equal force to the case of land carriers? Who can tell what a man wants to do with goods that he has consigned from London to York? He may mean to sell them immediately, or to keep them for future sale, or to consume them for his own use. It does not seem to us that the law can concern itself with such considerations where they are mere speculations. The circumstances of particular cases might conceivably point to the fact that the plaintiff did not intend to sell the article, and therefore market price might form no element in his damages, but, with regard to most ordinary cases of goods consigned in the way of business, it seems to us sufficient to say that the party contracted with was entitled to have goods at the place in question at a time when, for the ordinary purposes of business, they would have been worth so much for sale if he had chosen to sell them. We fail to see that any substantial distinction can be drawn in this respect between land and sea carriage. It may be that the decision in *Collard v. The South-Eastern Railway Company* is wrong, and that we are wrong in supposing that the general understanding of the law at present is that the difference in market price between the day of actual delivery and the day on which delivery ought to have taken place can be recovered in the case of a land carrier. The case of *Collard v. South-Eastern Railway Company* seems, however, to establish that proposition, and it may be noticed that Kelly, C.B., in *Horne v. Midland Railway Company* (21 W. R. 431, L. R. 8 C. P. 138) treats it as being established law. Independently, however, of any discussion of what the law ought to be as to land carriers we do not feel satisfied with the judgment in *The Parana* with reference to the distinction drawn by the court between the cases of carriers by sea and land.

With regard to the general question as to the propriety of giving such damages, it seems to us that there is great force in the considerations cited in the note to Sedgwick on Damages (6th ed. p. 433) from the American decision in *Ward v. New York Central Railway Company* (47 N. Y. 29). The court there observed that "sagacious men rely upon their ability to judge of the market in undertaking large commercial projects, and according to their views of the market send their merchandise by a quick or a slow carrier, and make compensation accordingly," and that to rule against these damages "would deprive them of all benefit of a rapid transit." It seems to be put by the Lord Justice as if any damage which may or may not happen is speculative in its character, and therefore too remote. But surely that test would prevent the recovery of the ordinary damages for breach of a contract to supply goods? If the market falls there will be no damages, but nobody ever suggested that this prevented such damages from being in the contemplation of the parties.

In consequence of the continued illness of Lord Justice Amphlett, Sir James Fitzjames Stephen, Q.C., has been appointed to go as one of the judges of assize on the South-Eastern Circuit.

The Inner Temple gardens are now open to the public every evening between the hours of six and eight o'clock. The privilege thus granted is taken advantage of principally by the poor children inhabiting the neighbouring courts and alleys, many hundreds of whom enter the gardens every evening. The gardens will continue open until the end of August.

Reviews.

LAW OF COMPENSATION.

THE LAW OF COMPENSATION UNDER THE LANDS CLAUSES AND RAILWAYS CLAUSES CONSOLIDATION ACTS; THE ARTISANS' AND LABOURERS' DWELLINGS IMPROVEMENT ACT, 1875; THE METROPOLIS LOCAL MANAGEMENT, AND OTHER ACTS, &c.; WITH A FULL COLLECTION OF FORMS AND PRECEDENTS. By EYRE LLOYD, Barrister-at-law. Fourth Edition. Stevens & Haynes.

It is only a few months since we reviewed the last edition of this useful work. Mr. Lloyd has, in the present edition, added the cases which have since been decided, and has given a complete set of forms under the Artisans' and Labourers' Dwellings Improvement Act, 1875. The recent cases appear to have been carefully collected, the only omission we have discovered being *Re Milnes* (24 W. R. 98), which should have been mentioned under section 69 of the Lands Clauses Act. May we suggest that a table of the pages at which the various sections of the two principal statutes are discussed would be an advantage to the legal reader? There are references to pages given in the notes to the reprint of the Lands Clauses Act at the end of the volume, but it would be convenient to have them in a more compendious form at the beginning of the work. We may add that the type and general appearance of the volume are admirable.

New Orders, Etc.

RULES OF THE SUPREME COURT.

MAY, 1877.

I, the Right Honourable Hugh MacCalmont Baron Cairns, Lord High Chancellor of Great Britain, do hereby, in pursuance of the seventeenth section of "The Appellate Jurisdiction Act, 1876," appoint Sir William Balguy Brett, Mr. Justice Lush, Mr. Baron Pollock, and Mr. Justice Manisty to be the four judges of the Supreme Court of Judicature by whom, together with the Lord Chancellor, the Lord Chief Justice of England, the Master of the Rolls, the Lord Chief Justice of the Common Pleas, and the Lord Chief Baron of the Exchequer, rules of court for carrying into effect the enactments contained in the said section of the said Act shall be made as therein mentioned. And this appointment is to continue in force until the 1st day of January, 1878.

CAIRNS, C.

November 7, 1876.

RULES.

1. These rules may be cited as "The Rules of the Supreme Court, May, 1877," or each separate rule may be cited as if it had been one of the Rules of the Supreme Court, and had been numbered by the number of the order and rule mentioned in the margin.

2. These rules shall come into operation on the 1st of June, 1877.

ORD. 14.

Leave to defend where writ specially indorsed.

3. Ord. 14, r. 1.] Ord. 14, r. 1, of the Rules of the Supreme Court is hereby repealed, and the following rule is substituted:—

Where the defendant appears to a writ of summons specially indorsed under ord. 3, r. 6, the plaintiff may, on affidavit made by himself, or by any other person who can swear positively to the debt or cause of action, verifying the cause of action, and stating that in his belief there is no defence to the action, call on the defendant to show cause before the court or a judge why the plaintiff should not be at liberty to sign final judgment for the amount so indorsed, together with interest

if any, and costs. A copy of the affidavit shall accompany the summons or notice of motion. The court or a judge may thereupon, unless the defendant, by affidavit or otherwise, satisfy the court or a judge that he has a good defence to the action on the merits, or disclose such facts as may be deemed sufficient to entitle him to defend, make an order empowering the plaintiff to sign judgment accordingly.

CAIRNS, C.
A. E. COCKBURN.
G. JESSEL.
COLERIDGE.
FITZROY KELLY.
WM. BALIOL BRETT.
ROBT. LUSH.
C. E. POLLOCK.
H. MANISTY.

May, 1877.

Cases of the Week.

CONTRACT FOR SALE OF LAND—IDENTIFICATION OF VENDOR—*THE PROPRIETOR*—*STATUTE OF FRAUDS*.—In a recent case of *Rossiter v. Miller, Jessel, M.R.*, held (as he had held in *Sale v. Lambert*, 22 W. R. 478, L. R. 18 Eq. 1) that a description of the vendor in a contract for the sale of land merely as "the proprietor" was sufficient to satisfy the Statute of Frauds. This view of the statute was, on the 8th inst., approved by the Court of Appeal (Lord Coleridge, C.J., and James and Baggallay, L.J.J.), though they reversed the decision of the Master of the Rolls, on the ground that the parties had never come to any concluded agreement.

PRACTICE—PROCEEDING IN DEFAULT OF APPEARANCE—DELIVERY OF STATEMENT OF CLAIM—ORD. 13, r. 9; ORD. 19, r. 2.—In an action (*Menton v. Metcalf*) for foreclosure in which the defendant had not appeared, and the plaintiff having proceeded upon affidavit of service under ord. 13, r. 9, and afterwards, without delivering a statement of claim, having delivered, by filing under ord. 19, r. 6, a notice of motion for judgment in default of defence under ord. 29, r. 10, judgment was obtained. The registrar raised an objection to drawing up the order because no statement of claim had been delivered under ord. 13, r. 2. Application was now made to Hall, V.C., for a direction to draw up the order, or for an extension of time in which to deliver a statement of claim. His lordship said the defendant could not by non-appearance be taken to have dispensed with a statement of claim under ord. 19, r. 2. No statement having been delivered by the plaintiff there was no default in the defendant's pleading. He (the Vice-Chancellor) must direct the order not to be drawn up at present, but would give a fortnight to the plaintiff in which he might deliver his statement.

EVIDENCE—EMPLOYMENT OF SHORTHAND WRITER—SWearing AFFIDAVIT BEFORE COMMISSIONER—SIGNATURE—ACCOUNTS—SPECIAL REFEREE—JUDICATURE ACT, 1873, s. 57.—In a case of *Fearnough v. Fennell*, heard by Fry, J., on the 1st and 2nd inst., the plaintiff was examined at considerable length. His examination was commenced on the afternoon of the 1st inst., full notes of what he said being taken by the judge and by counsel. When the examination was re-commenced on the morning of the 2nd inst. it appeared that the witness's words had been taken down *verbatim* by a shorthand writer, whose notes did not in all respects correspond with those of the judge or the counsel. Fry, J., said that the employment of a shorthand writer was of great advantage to the parties, as well as to the court, in shortening the time occupied in taking notes of the evidence. As a shorthand writer had been employed in this case, his lordship said that he should not delay the progress of the case by taking a complete note of the evidence, but should only take down anything which might appear to him to be very material. In the course of the plaintiff's examination a question arose with

reference to an answer which had been filed on his behalf in a former chancery suit, and in which he had told a story inconsistent with that upon which he based his present claim to relief. The answer was put into his hand, and he admitted that the signature to it was his (i.e., he would not swear that it was not), but he was positive that he had never been sworn to it. The answer purported to have been sworn by him on a particular day before a commissioner in Sheffield, and the plaintiff was positive that he was not in Sheffield on that day, and he called a number of witnesses to show that he could not have been there. In the result it became unnecessary to decide whether the plaintiff's story was true or not, though Fry, J., expressed an opinion that the plaintiff was not making any wilful misstatement. But his lordship said that this circumstance confirmed him in an opinion which he had previously formed, that the ordinary practice, according to which a person who has to swear to an affidavit or other document before a commissioner signs it before he attends the commissioner, and then is only asked whether the signature is his, and whether he knows the contents of the document, ought to be altered. His lordship thought that it would be much better that the deponent should sign the document in the presence of the commissioner, as this would afford an additional security against personation. A decree was ultimately made in a form which involved the taking of some accounts, and Fry, J., then said that, for the purpose of taking the accounts, the plaintiff must apply to the Lord Chancellor to re-transfer the action to Malins, V.C., to whom it was originally attached. The plaintiff's counsel suggested that the accounts might, under section 57 of the Act of 1873, be ordered to be taken before a special referee. Fry, J., expressed a doubt whether that section applied to the taking of the ordinary accounts under a decree, but said that of course the order could be made if both the parties consented. It became, however, unnecessary to decide the point.

FOULING OF STREAM—RIPARIAN PROPRIETOR—INJUNCTION—INJURY—DAMAGE.—In a case of *Pennington v. The Brinsop Hall Coal Company*, decided by Fry, J., on the 5th inst., his lordship pointed out the difference between an obstruction to ancient lights and an interference with the right of a riparian proprietor to have the use of the water of a stream in its natural state, with regard to its bearing on the question whether damages should be awarded in lieu of an injunction. The plaintiffs, who were owners of a cotton mill situate on the banks of a stream, claimed an injunction to restrain the defendants, who were colliery owners higher up the stream, from discharging water from their mines into the stream so as to cause injury and damage to the plaintiffs. The plaintiffs alleged that the water from the defendants' mines was strongly impregnated with chemical matter or acid of a deleterious character, and that it corroded and destroyed iron very rapidly, and thus seriously injured the steam engine, boilers, and other parts of the plaintiffs' machinery, in consequence of which the plaintiffs were put to a much larger expense in the cleaning and repairing of their boilers and machinery than before the defendant commenced pumping their water into the stream. The plaintiffs claimed as riparian proprietors, and also by prescription. The defendants denied that their operations caused the pollution complained of, and urged that, even if they did, the injury was one for which a pecuniary compensation would be given, and that damages ought to be awarded in lieu of an injunction. Reliance was placed upon those cases in which the court has, in suits in respect of obstructions to light, awarded damages in lieu of an injunction. Fry, J., held, upon the evidence, that the plaintiffs had made out their case, and was of opinion that an injunction ought to be granted, as well as an inquiry as to damages in respect of the past injury. He said that, in the case of an obstruction to light, the injury in most cases resulted from a permanent structure, and damages would represent the depreciation in value of the injured property, whereas, in the case of pollution of a stream, the injury might vary from day to day and might increase or might cease. Damages could, therefore, only compensate for the past injury. Moreover, a riparian proprietor was not limited to his present mode of enjoyment, but might use the water for different purposes, and it was impossible to foresee what damages would compensate for the injury which the continued

pollution of the stream might cause to such new modes of enjoyment. Without saying that in no case of injury to riparian rights could damages be awarded in lieu of an injunction, his lordship said that he knew of no case in which that had been done. And, indeed, in *Cloves v. The Staffordshire Potteries Water Works Company* (21 W. R. 32, L. R. 8 Ch. 125) it was held by the Court of Appeal that, though the plaintiff could only recover nominal damages, still an injunction ought to be granted to relieve him from the necessity of bringing successive actions. In the course of his judgment his lordship said that the case afforded a clear illustration of the difference between injury and damage. The pollution of a clear stream was to a riparian proprietor below the source of pollution both injury and damage, whilst the pollution of a stream already made foul and useless from other sources was an injury without damage, though, on the ceasing of the pollutions from other sources, it would at once become both injury and damage.

EVIDENCE—AFFIDAVIT—SPECIAL EXAMINER—ILLNESS OF WITNESS—ORD. 37, RR. 1, 4.—In a case of *Bell v. Hazlerigg*, heard by Fry, J., on the 6th inst., the defendant moved that he might be at liberty to file an affidavit of a witness relating to facts stated in the defence, and that the defendant should be at liberty to read the affidavit on the trial of the action, on the ground that the witness was not able to attend the trial by reason of illness. Fry, J., made an order appointing, at the defendant's request, a special examiner to take the deposition of the witness. The deposition was not to be used at the trial unless evidence was given of the witness's inability to attend, or of his being out of the country. The costs of the motion were reserved.

DISCOVERY—AFFIDAVIT OF DOCUMENTS—ACTION FOR RECOVERY OF LAND—ORD. 19, R. 15; ORD. 31, RR. 11, 12.—In the case of *The Magdalen Hospital v. Knotts* (referred to ante, p. 559), the plaintiff moved on the 6th inst., before Fry, J., for the common order that the defendants should make and file affidavits of documents in their possession relating to the matters in question in the action. The defendants resisted the motion, on the ground that the action was one for ejectment or the recovery of land in their possession, and contended that they ought not to be compelled to do anything which might discover their title, it being, indeed, according to ord. 19, r. 15, unnecessary for a defendant to such an action, who is in possession, to plead anything but his possession. Fry, J., said that no injury would be done to the defendants' rights by the order asked for. They would still be able to object to production of any of the documents, and to their admissibility as evidence at the hearing. The order was accordingly made in the ordinary form. This decision appears to accord with that of Hall, V.C., in *Portescue v. Portescue* (24 W. R. 945).

On Monday evening, in the House of Commons, in answer to Sir H. Jackson, the Attorney-General said it was the intention of the Government to use all efforts to pass the Patents for Inventions Bill. He sincerely hoped they would be successful.

A parliamentary Blue-book was issued on Thursday, containing the reports made by a departmental committee on the system upon which the legal business of the Government is conducted. The first report was dated the 6th of July, 1875, the second report on the 4th of August in the same year, and the third on the 6th of December in the same year. The evidence given appears in the volume, with appendices, extending to ninety folio pages. In a table annexed the estimated total and net cost of legal business of public departments in England for 1875 is stated, the salaries at £22,767; fees and other law charges, £75,928, making a total cost of £138,690; the miscellaneous receipts carried to the Exchequer, £27,858, leaving the net cost, £110,832. The expenses of administration cases and divorce interventions are not included. About £40,000 a year is paid into the Exchequer as the Crown's share in administration cases.

THE PAYMASTER-GENERAL.

The following are the observations in the report on the accounts of the transaction of the Paymaster-General of the Court of Chancery for 1875-76, &c., on which we commented last week:—There have been during the year twenty-two cases in which accounts have been overdrawn, for the most part to a very trifling extent, and in all these cases the overdrawing has been adjusted upon being pointed out by this Department.

On the 7th of July, 1876, a payment of £15 1s. 8d. was made by the Chancery Paymaster to Louis J. England, pursuant to an order of the 26th of February, 1875; but it was discovered by this Department that an order of the 2nd of March, 1876, had directed this payment to be made to Margaret E. England instead of to her husband. Upon this being pointed out to the Paymaster, he admitted that the draft should not have been delivered to the latter, and stated that, upon the circumstances being brought by him under the notice of the Lords Commissioners of her Majesty's Treasury, their lordships had directed payment of the amount to be made to the proper person. This has accordingly been done, and the sum paid in error has been recouped to this account from the vote for the High Court of Justice, Chancery Division, &c.

In my report of last year I submitted some observations upon the delays in carrying out the directions contained in orders of the court; the frequent instances in which action had been taken upon orders which had been superseded by others of a later date not brought to the notice of the Paymaster; and on an apparent infraction of the provision of r. 25 of 1874, that no money shall be paid into court under that rule in respect of which there have been any directions contained in orders or Acts of Parliament requiring some particular authority.

During the last year a correspondence has taken place between this Department, the Chancery Paymaster, and the Lords Commissioners of her Majesty's Treasury, upon irregularities which have arisen from such causes, and it has been ruled by the Treasury and the Lord Chancellor that the Chancery Paymaster is not to be held accountable for any improper application of funds in court which may arise in consequence of the neglect of solicitors to bring orders containing later directions of the court under his notice.

In this ruling I would express my entire acquiescence, so long as the system continues under which the Chancery Paymaster is not advised of the orders issued by the court. It appears to me, however, to be not unreasonable to expect that, when an order is brought to the notice of the Paymaster, he should take such note of it as would preclude his acting (under some previous direction) in a manner opposed to its provisions; and I am also of opinion that, whenever the Paymaster's attention is called by this Department to any action on his part, in ignorance of the more recent directions of the court, some steps should be taken by him for the correction, if possible, of the error into which he has been led by those who have the carriage of the orders. It will be seen from the succeeding remarks that although, in many cases, such steps have been taken, there is apparently no obligation on the Paymaster to take any such action, and therefore no security that the later directions of the court will be carried into effect.

The following cases, which have been brought to my notice during the past year, may serve as examples to show that there is something faulty in the present system:

1. Certain sums were found to have been transferred from one account to another in a cause, and certain stock to have been sold, pursuant to the directions of an order of 1873, whereas an order of the 20th of March, 1876, directed that the whole of the funds to the credit of the accounts in question, after the payment of legacy duty, should be carried to different accounts.

The accountant's attention having been called to this, he replied that the solicitors in the case informed him that it was not intended to interfere with the operation of the old order, and that an application had been made to the registrar to modify the order of 1875 accordingly, but that the registrar had declined to make the alterations required.

This case was brought by this Department under the

notice of the Lords of the Treasury, and their lordships conveyed to me, on the 6th of July, 1876, the opinion of the Lord Chancellor that a new order should be obtained "to set right the inconsistency."

I was informed, however, in a subsequent letter, dated the 19th of August last, that, as the suit was very nearly closed, and a new order would shortly be obtained, dealing with the funds then in court, it was considered unnecessary to obtain a special order for the purpose above mentioned. Up to the present time, however, no copy of such an order has been received by me.

2. On the 9th of August, 1876, it was found that a certain dividend had been placed on deposit, although an order of March, 1875, which had been acted on by the accountant on the 21st of July, 1875, directed all dividends to be paid to a person therein named.

The accountant's attention was accordingly drawn to this, with reference to r. 69, which lays down that, "if a direction in an order dealing with money in court, otherwise than by directing it to be placed on deposit, is brought under the notice of the Chancery Paymaster, such money shall not be placed on deposit."

He stated, in reply, that no direction in an order dealing with the dividends in question had been brought under his notice. It thus appears that the Paymaster does not consider it his duty, when an order is brought to him, to take note of any other portion of it than that which may affect the particular sum which he is called upon to deal with.

3. In another case, although an order dated 15th of January, 1876, directed that the dividend on consols, which had just been credited to an account, should be appropriated in part payment of costs, and that any further dividends to accrue on the same stock, or on the residue after a sale, likewise ordered, should be divided into thirteen parts, and paid away or carried to other accounts, it was found that the dividends which accrued in January and July, 1876, and January, 1877, had all been invested pursuant to an order dated 9th of August, 1875. In reply to an observation calling attention to this oversight, the Paymaster stated that "no such direction as that referred to" had been brought under his notice.

It has also been discovered that in some cases, where stop orders have been issued, the funds in court have nevertheless been dealt with under previous directions, owing apparently to the failure of solicitors to bring such stop orders under the notice of the Paymaster. This appears to me to be an important illustration of the defective character of the present system.

As regards the payments into court under r. 25, it is manifest that, so long as the Chancery Paymaster is not supplied with copies of orders, it would be impossible for him to question the propriety of receiving the amounts tendered, when accompanied by a formal request on the part of the solicitor, containing a statement that the money was not directed by an order to be paid into court. I have, however, considered it my duty to bring under the notice of the Lords of the Treasury some, among many, instances in which, as it appeared to me, the Paymaster had been misled, doubtless through inadvertence, by the representations made to him. My reasons for so doing are set forth in a letter to the Treasury, dated the 25th of August last, a copy of which will be found in the appendix, together with their lordships' views upon the subject contained in a letter from Mr. Lingen of the 13th of September, in reply. It will be seen that, although this correspondence originated in cases affected by r. 25, it takes up the general question of the limits of the Paymaster's responsibility, and I have ventured to express my opinions more fully upon this subject in a further letter to the Secretary to the Treasury of the 1st of March, 1877, a copy of which is also appended to this report.

There is, however, a further consideration in connection with these questions to which I cannot but attach much importance.

It is provided in the Act of 1872 that "save as otherwise provided by any rule made under this Act, all money in court paid in . . . shall be placed on deposit," and that it shall "bear interest at the rate of £2 per cent. per annum," and the rules of 1874 provide that the placing on deposit of money paid into court shall not be deferred beyond the 15th or the last day of the month in which it shall be paid in, whichever day shall first happen after such

payment; also that the National Debt Commissioners shall place the amount of interest, certified by the Chancery Paymaster to have accrued every half-year, "to the credit of the account kept by them of money placed in their hands by the Chancery Paymaster on behalf of the Court of Chancery."

Under present circumstances, it frequently happens that money is placed on deposit, although an order was in existence at the time, directing it to be invested or otherwise dealt with, and it often remains on deposit for a considerable period.

This is occasioned, either by the improper use of r. 25, which rule is only applicable (as stated above) to moneys in regard to which the court has given no directions, or from the omission of persons having the carriage of orders to bring the directions contained in them under the notice of the Chancery Paymaster.

In all such cases interest accrues and is included in the amounts certified by the Paymaster to the National Debt Commissioners, although it would seem, with reference to the rule, that as the money should not have been placed on deposit, no interest is properly chargeable to the public.

Some of these cases have been brought by me under the notice of the Chancery Paymaster, but he has stated that he is not aware of any authority which enables him to withdraw money from deposit until requested to do so by the parties concerned. In one case, however, when a sum had been placed on deposit through inadvertence at the Pay Office, the solicitors were moved by the Paymaster to request the withdrawal of the money, which was accordingly withdrawn upon the authority of the order to which attention had been called, and it appears to me that the same course might be followed whenever it were officially notified to the Paymaster that an order dealing differently with the money was in existence at the time when, in ignorance of that order, he had placed it on deposit.

In all such cases, moreover, I am of opinion that any interest which may have accrued on the deposit should be written off upon the authority of the order directing the disposal of the money. It was stated recently by the Chancery Paymaster that, in his opinion, whether the money were deposited by inadvertence or not, interest accrued with respect to it until it was withdrawn, and that he knew of no authority by which he could write off such interest; but in another instance where money had been placed on deposit at a time when the Paymaster had received notice of its being otherwise dealt with, he withdrew the money, quoting the order as his authority, and credited no interest.

Some such action would seem to be the more desirable as, notwithstanding the provision contained in r. 37, that when an order deals with money in court, it shall be the duty of the solicitor for the person having the carriage of such order to leave it, and a request to act upon it, at the Chancery Pay Office without unnecessary delay, it is found practically that in many instances great delay occurs, leading to consequences which it may be very difficult to remedy.

I have brought this question of interest under the notice of the Lords of the Treasury, but have not yet been favoured with their lordships' views on the matter.

As bearing on the question of delay, it may not be out of place here to quote an opinion of the Lord Chancellor contained in a letter from his principal secretary, dated the 9th of March, 1876, that "if serious difficulties are found to arise from the omission of agents to bring charging orders to the notice of the Paymaster, it might be considered whether rules should not be framed by which the performance of this duty might be enforced upon them, and they might be visited with the responsibility for its omission."

Another question arose during the period of this account as to the guardianship of securities in court. It was found that an order of 16th of July, 1875, had directed certain persons to re-deposit a box in court, containing railway securities, on or before the 10th of March, 1876. The box having been delivered out on the 30th of September, 1875, but not re-deposited up to the 1st of June, 1876, an inquiry was addressed to the Paymaster upon the subject, and he replied that he did not consider it to be "any part of his duty to see to the payment or transfer of money or securities into court, or to the deposit of securities or other effects in court."

This matter was brought under the notice of the Lords of the Treasury, and was laid by their lordships before the Lord Chancellor; and it has been ruled that it is no part of the Chancery Paymaster's duty to take any steps "to insure compliance with directions which are contained in orders of the court, but with the execution of which he is not charged."

In calling attention to this circumstance, I had in view the liability of the Consolidated Fund as declared in section 5 of the Act 35 & 36 Vict. c. 44, which specifies that "the Consolidated Fund of the United Kingdom shall be liable to make good to the suitors of the Court of Chancery," not only "all money in court and all securities in court, whether the same have been paid, transferred, or deposited into or in court before or after the commencement of the Act," but also "all money and securities vested in the Paymaster-General for the time being by or in pursuance of this Act." It is a question, which is not settled by the above decision, whether this liability would apply to securities which, having been placed in the custody of the court, are delivered out for a limited time and for a specific purpose, and whether it might not be desirable, in the interests of the Consolidated Fund, to make some provision for the return of such securities within the time appointed.

DORMANT ACCOUNTS.

With reference to the last paragraph of my report upon the previous year's account, I have to state that no advice has as yet been received in this Department of the carrying over to a separate account in the books of the Chancery Paymaster, the small balances of money and securities, for which provision is made in r. 92 of 1874.

I have again called attention to this delay, and the reply of the Chancery Paymaster will be found in the appendix. I may state, however, that the list required by the preceding rule, No. 91, to be made public, was printed in the *London Gazette* of 1st March last.

In my report, dated 18th May, 1875, upon the account of this service for the year 1873-4, I stated that the Lords of the Treasury had "supplied me with a staff at present adequate for the performance of this branch of my business." At that time the examination of this account upon the extended principle of comparing the transactions with the authorities had not been long in operation; but at the expiration of another year, it was found, notwithstanding considerable efforts, that this duty could not be satisfactorily performed without more assistance, and on the 8th of June, 1876, I caused a letter to be addressed to the Secretary to the Treasury representing the rapid growth of the business, and submitting, for the consideration of the Lords of the Treasury, that an increase of six clerks might be made to the existing staff. A correspondence has ensued, a summary of which will be found in the copy of a letter from this Department of the 12th of January last, in the appendix. Up to the present time my Department has not been increased, and there is an arrear of about three months in the examination, so far as it is attempted to be performed.

I have, however, to observe that the present audit is, for the reasons stated in the letter referred to, defective in two very important particulars—viz., 1, the verification of the powers of attorney, under which a vast number of the payments are made; 2, the examination of the payments with reference to the various conditions laid down in the orders of the court.

This circumstance was also specially brought under the notice of the Lords of the Treasury in a letter from this Department of the 14th of August, 1876.

As bearing upon the general question of the increase of work, I may mention that, owing no doubt in a great measure to unavoidable circumstances, the number of errors which are found in the printed orders is very considerable. It is of course necessary that when these errors are corrected in the original orders, a corresponding correction should be made in the office copies furnished to this Department, and these copies are accordingly sent back to the Department of Records and Writs for that purpose. Upwards of 3,000 orders were returned for correction during the past year; but this gives a very imperfect idea of the number of corrections made, as there are frequently several alterations in the same order. Most of these are amendments of clerical mistakes, or of errors arising from some accidental slip or omission, as contemplated by the rules; but, in some cases, alterations have been made, at the instance of solicitors, in

order to substantiate transactions of the Chancery Paymaster, to which attention has been called by this Department as not being in accordance with the directions contained in orders; while in others the time for paying money into court has been extended; and there have been further alterations which scarcely partake of a purely clerical character.

Societies.

SOLICITORS' BENEVOLENT ASSOCIATION.

A dinner was given in celebration of the seventeenth anniversary of this society at the Albion Tavern, Aldersgate-street, on Wednesday evening last. Mr. Baron Pollock (in the absence of Mr. Justice Field) presided, and among the company present were Mr. Morgan Howard, Q.C., Mr. J. Pearson, Q.C., Mr. Butt, Q.C., Mr. Wills, Q.C., Mr. Murphy, Q.C., Mr. Cookson, Q.C., Mr. Gedge, Mr. Rose, Mr. Roscoe, Mr. Baxter, Mr. Drummond, Mr. Jones, and other well-known members of the legal profession, and their friends.

After the usual loyal and patriotic toasts had been honoured,

The CHAIRMAN, in proposing the toast of the evening, said his doing so was not unmingled with regret, seeing the reason of the absence of Mr. Justice Field, who had been announced as chairman. He had seen his learned brother a few hours previously, and could assure the company that nothing but the strongest ground, namely, a domestic affliction, would have prevented him from being present, for he had looked forward to the present occasion as one of the pleasantest evenings he could possibly enjoy. However, these inevitable accidents must be accepted as they came, but the opportunity must be taken of saying a few words about that learned judge, many of the gentlemen present having known him as a member of their own branch of the profession to which they all belonged. It was no doubt a very fitting and happy combination of ideas which had induced them to ask him to be present as their chairman on this occasion. At the cost of a little digression, he (Mr. Baron Pollock) would narrate his first professional acquaintance with Mr. Justice Field. He had to argue a case in the Privy Council, involving questions of commercial and civil law, and it came from one of the colonies where the Italian law was most observed. His client handed him a very learned book purely on Italian law, and he thought he would be quite safe if he cited from it only the particular passages which were marked for him, knowing that Mr. Justice Field, like himself, had not had the advantage of a university education, but had come straight from school to the bar. His learned brother asked him for the loan of the book (they of course always obliged each other in that respect), and he very soon discovered that his client had better have sent the book beyond the four seas than have produced it, for Mr. Justice Field found out all the passages in it in his own favour, and so turned it to his own advantage as to make him (Mr. Baron Pollock) sincerely wish he had never brought the book into court. That might be taken as a distinctive mark of the man, and showed what might be done by the application of energy and vigour to what they had to do. During a twenty-five years' knowledge of him as an adversary at the bar, travelling with him on circuit, and lastly as a companion on the bench, he had always pursued the same straightforward, hard-hitting, manly, honest course which had now placed him in the foremost rank. Adverting to the toast of the evening, "The Solicitors' Benevolent Association, and may Prosperity attend it," the chairman said: You are all members of a very vast profession, a profession which is more extensive in its different branches than probably any other which is known to mankind. I suppose there is no relation of life, social, public, or professional, which is not touched in some point or other by our profession. If I were to go down to Lincoln's-inn to-morrow I should find that the members of it were visibly and actively employed in all kinds of transactions between man and man, and between man and woman. It is one of our constitutional maxims that the Lord Chancellor is the keeper of the King's or the Queen's conscience, but that maxim, whether it has grown musty or not, is not often adverted to now; however, I am sure that if I went down to Lincoln's-inn I should find that he is the keeper of a great

many consciences, and acts as guardian and directs the education of youth. Judges have at all events to undertake the care of the wards of court. Then, if I went to the city of London I should see a great deal of litigious business going on, necessitating advice as to what men are to do with regard to bills of exchange and bills of lading and many topics of that kind, and I am sure I should find that no merchant, or banker, or business man would ever take any course with regard to them without first consulting his solicitor. I do not say this in joke, but as showing how many different matters there are which your profession touches, and the great interests with which it is in constant connection. So in my own branch of the profession there are great difficulties in its early commencement, great struggles to rise, great anxieties and sometimes more than anxieties for those who need to be assisted, and comforted, and alleviated by others who have been more successful. This society, therefore, seems to me to have a special and a double claim on all members of the profession. I suppose no one doubts, and it is not worth while stopping to inquire when and how it first began, but it is sufficient to say that it recognizes the duty of charity from those well to do towards those less well to do, and the question how and under what circumstances that charity should be administered is always a question of the greatest nicety and one that needs to be dealt with with great caution and tenderness. Probably, at all times, such charity has been administered. It has been my lot on several occasions to have to administer it, and to consider what is the difference between charity administered in ordinary circumstances privately and individually towards those who have professional relations with us, and otherwise, and that which is administered by organized charities, and I cannot help thinking, looking at the vast range of cases which come under our notice, that it is impossible such charity can be fairly administered except on principles of organization. You have, therefore, adopted the decided principle of distributing charity systematically where charity is needed, and it is done in a mode by which none of the graces of charity are taken away. If I thought for a moment that by these means charity was converted into a mere dole or formal distribution of funds, I should say you were taking away the noblest part of it. We know very well that one of the happiest and most glorious things in life is when we can be useful to those who are engaged in common cause with us all, but who have been unfortunate, and that happiness is certainly not detracted from by such an organization as this. Again, the inculcation of habits of providence is one of the great objects and advantages of this society; it teaches men the necessity of laying by in order to provide for the unforeseen difficulties which may overtake them and their families while they are taking care of the affairs of others better, perhaps, than they are enabled to take care of their own. It is thus a great satisfaction to find that you have gone on from year to year gradually investing your funds, and so making yourselves independent of external contributions. During the last six months I find that you have had as many as 104 new members to join your body, but I am bound to say, when I know the great number of solicitors there are in this country, that I have been somewhat surprised to find that the total number of members you at present have is only 2,274. I think, therefore, it would be well if you could add to your number by inducing an increase of your members from among the numerous ranks of the profession. During the past six months, too, it appears that payments exceeding £1,000 have been made in different ways which I need not advert to, and the result is, on the whole, extremely satisfactory. As an instance that such institutions as this are valuable and progressive in their example, I may mention that in my own branch of the profession, though objections have been raised hitherto to such an institution, it has been found better by the bar that, instead of calling together occasional meetings on behalf of widows and children left unprovided for, there should be a regular system established which, without in the least bringing down or lessening the good feeling which should always exist in these sad cases, may be of more essential benefit in affording assistance. I do hope your numbers will increase, and I have the greatest pleasure in proposing this toast.

The following was then announced by the CHAIRMAN as the result of the evening's collection:—New life subscrip-

tions, £136 10s.; new annual subscriptions, £72 8s.; donations (about) £350; with an accession of ten life and sixty-seven annual subscribers.

The remaining toasts of "The Stewards" and "The Chairman of the Evening" were then proposed and honoured, and the meeting terminated.

UNITED LAW CLERKS' SOCIETY.

The forty-fifth anniversary of this society was celebrated on Monday last at the Freemasons' Tavern, Great Queen-street, the Hon. Sir Henry Hawkins in the chair. Amongst those present were the Lord Chief Baron, Dr. Vaughan, Mr. Serjeant Parry, Q.C., Mr. Westlake, Q.C., Mr. Collins, Q.C., Mr. Russell, Q.C., Mr. Torr, Q.C., Mr. Mellor, Q.C., Mr. Lawrence, Q.C., Tindal Atkinson, Esq., R. A. Webster, Esq., E. Bullen, Esq., H. J. Young, Esq. (President of the Incorporated Law Society), W. Bins Smith, Esq., De Courcy Atkins, Esq., E. Bealey, Esq., Cecil Beresford, Esq., P. Witham, Esq., E. E. Lake, Esq., T. G. Bullen, Esq., W. Drummond, Esq., T. Rawle, Esq., J. Rao, Esq., J. Layton, Esq., F. O. Crump, Esq., Y. Lee, Esq., T. H. Devonshire, Esq., G. N. Emmett, Esq., C. J. Fache, Esq., E. Bannister, Esq., W. Chubb, Esq., and G. Lewis, Esq.

After the usual loyal and patriotic toasts had been disposed of,

The CHAIRMAN, in proposing the toast of the evening, said:—My lords, ladies, and gentlemen: I rise with feelings of considerable diffidence, seeing how many more eloquent of my friends are sitting around me to-night, to propose to you the toast which I am sure, when I have mentioned it to you, you will all drink with the enthusiasm which it deserves. We are assembled here this evening, not merely for festive purposes, but for the purpose of rendering our best aid and assistance to a most deserving society, which has been instituted for the benefit of a most deserving and intelligent class of men, and it is with these feelings and in this spirit that I propose to you "Prosperity to the United Law Clerks' Society"; and in drinking that toast I entreat—although I need hardly do so, I am sure—each one of you to drink it with the firm determination to assist the objects of the institution to the best of your abilities; for the law clerks are, I venture to assert without fear of a solitary contradiction, the most laborious, the most industrious, the most intelligent, honest, and useful members of the community. Gentlemen, the society the interests of which I have the honour this night to advocate, though those interests need or ought to need no advocacy at all, was instituted so long ago as the year 1832 and we are now celebrating the forty-fifth anniversary. It commenced, and had as the nucleus, subscriptions and earnest endeavours of a few gentlemen who were themselves in the profession. They, casting their eyes around them, saw very many instances and very many cases of sorrow and distress which required alleviation, and they bethought themselves that it would be a good thing if the law clerks of this great metropolis were to associate themselves together, and form what, for the want of a better word, I may call a benefit club, to which each might resort in the case of sickness or old age or infirmity. Such was the origin of this institution in the year 1832. In that year it was scarcely known. In this year 1877 there is no man who knows his profession, there is no man who knows what it is to practise in it, who does not know and appreciate the immense benefit conferred upon the useful community for whose interests I am to-night pleading your assistance—there is not a soul who does not know and appreciate the immense exertions which have been made, and the success which has attended the society since its establishment in the year 1832. You will see by the printed report that, since the institution of this society in the year 1832, no less than between £37,000 and £58,000 has been expended in charity and in alleviating the wants and sufferings of the poorer members of the community. It is a proud day for this association to be able to say that, notwithstanding all they have done, they have, through the careful management of those to whom their affairs have been intrusted, been able to invest and are now possessed beyond all question of what appears to be a large sum, namely, between £55,000 and £56,000, yielding them a safe and certain income of not less than £2,000 a year. Do not suppose, however, that, because

£55,000 now stands safely invested in the names of the trustees of this society, it can yet by any means be called a wealthy society; for of the income which is yearly derived from this large sum of money, not less than £2,000 is actually expended in these two items alone: paying annuities to those who by old age are unable any longer to support themselves as in days gone by they were able to do; and rather more than £1,000 a year is expended in administering that which, at the moment, is the most precious relief that can be afforded, alleviating the sufferings of those who are left at the death of the husband. Certain sums are accorded by the society upon the death of a member to the wife, or to the member upon the death of the dearest member of the family, namely, the wife. So that you see the whole of the income derived from the invested capital is expended in paying annuities, and the sums due upon the death of a member or his wife. It may be right to call to your attention a matter which may not be familiar to all of you, namely, what is the object of the society itself. I have told you your state and the way in which the funds are administered, but let me tell you the object of the society, as I understand it. It is, to enable every member of this great profession, by becoming a member of this society to secure himself one or all of these advantages:—in sickness, if he should need it, a sum of one guinea per week; after he has subscribed for sixteen years, if by age or infirmity he becomes unable to follow his avocation, he has a pension varying, according to the length of membership, from £26 to £36 8s. per annum; he has medical aid given to him whensoever he requires it by a medical officer whom the society have thought it right to enlist in their service, and relief is given to those who do not come upon the society in the other ways which I have mentioned. In the event of the death of a member of the society no less than £50 is given to the widow to alleviate her immediate wants, and to enable her to provide what many homes would be without but for this timely aid, and upon the death of a wife in the lifetime of the husband, he is allowed £25, thus giving him the means of providing for those extra expenses which fall upon him in the dire moment of tribulation. Having done all this the society desire not to confine, and do not confine, their bounties merely to those who have thrown their lot in with them and subscribed four years to entitle them to the benefits, for they are in the habit of giving to non-subscribers such temporary relief, though, of course, in smaller amounts, as they can from time to time afford. But over and above this—and this, to my mind, is a marked feature in the case—from time to time they lend to those who desire not to be supposed to come upon the funds of the society, certain sums of money without interest repayable by instalments at the convenience of the member who borrows it. An institution which has such advantages as these is an institution, I venture to say without fear of contradiction, which deserves, as it will receive, our unanimous support. Gentlemen, it is well that I should be, as I desire to be, most frank and candid with you upon the present occasion, because I should have no right to ask you to contribute towards increasing the vested funds of an establishment like this if I did not put you as far as I could in full possession of all I knew about this most valuable society. Their income, it is true, is large. During the past year, from the invested capital, from the subscriptions of members, and of donations which were kindly given by those who attended the annual festival this time last year under the presidency of my able and excellent friend the Master of the Rolls, the income was not less than £5,000. Perhaps you would like to know how that income was disposed of. There was, as I have already told you, at least £2,000 paid in satisfying the annuities of those who had become entitled to claims upon the fund; there was no less than £900 paid upon the deaths of members and their wives, and £900 was distributed in giving temporary relief to those who required such assistance, leaving a balance of £2,000, which has been carried on to increase the vested capital of the society. I am sure there is no one who reflects upon the subject for a moment who will not think it reflects infinite credit upon those gentlemen who form the management of this society. I am informed these gentlemen give their services gratuitously at great trouble and cost to themselves, and they deserve all the approbation you can bestow upon them, because, but for their foresight, their prudence, and

their intelligence, the society could not have been in the position in which it now is. They have felt that it would be a sad thing for them to indulge in false hopes, and, because their income in this particular year happened to be £5,000, that they should lay out that sum in relieving those in distress. They have a rainy day to look forward to, for every one knows that a society which professes to grant annuities to superannuated members must provide for the increasing number of annuitants as the society itself increases and as years roll on. In a large society like this the number of annuitants increase year by year, and if the trustees had not in their hand in the shape of invested interest that which would enable them to secure annuities as they became due, many and many a man who had subscribed in the hope that in his old age, if he should need it, he should have a certain amount with which to pass his days in comfort, might find himself miserably disappointed. But under the present management he has the funds to meet his claim. I have mentioned this, perhaps, a little more in detail than you might have thought it convenient to listen to, because I thought it right to assure you that, great as the capital appears to be, the society needs more money, and I shall not myself be satisfied until I see the day—as I shall see it—when they will be able to say they have £100,000 at their bankers'. How is this in a great measure to be brought about? In the first place, I would address a word or two, and a word or two only, to those who belong to the society of law clerks—I do not mean this society, but who rank themselves among that most intelligent and useful body. There are within that body men who are far above the possibility of want. They have begun, it may be, in an humble sphere, they have risen, and placed themselves by their own endeavours above the possibility of want. To them I would only say, "Remember your poorer brethren. You ought to do so, for there are many of your poorer brethren who would remember you if you were in the same dire need which they are in." They ought to subscribe—they ought by their annual subscriptions to show how they appreciate the exertions which are made on behalf of those who have not been so fortunate in the race of life. To those who are in more straitened circumstances I would say this: "Do you fear that some day or other sickness may overtake you; is it possible that you may find yourself unequal to perform the laborious duties which you have been able to do, and which have enabled you to hold a respectable place in society? Remember, sickness, which you cannot escape from, may overtake you; if you live long enough old age will, and quite as certainly death will, when you may leave behind somebody who is near and dear to you. Do you desire to have provision made for you in sickness; do you desire if that provision is made for you to hold yourself as an independent man amongst those with whom you have associated? The answer is, You do. My advice then is, subscribe to this society. If you go in with this society and become a member of it you will make yourself an independent man, you will no longer be in the position of coming to the society and saying, 'I am poor, give me alms,' you will be entitled to say, 'I have subscribed to this society, and I have come here to ask for that which is my right.'" For that reason it is, I say, the poorer members of this great body ought to subscribe in order to help themselves. If they do not help themselves they cannot expect others to help them. There is another class to whom I would address myself, and that is those who in no sense can be said to belong to the body of law clerks—I mean the members of the profession—who receive immense aid from the gentlemen whose cause I advocate to-night. To my mind, no charity can be more usefully bestowed than by subscribing to the funds of this society, and I will tell you why. I do not make the mere assertion, and ask you to act upon it, but I give you the reasons for doing so. In the first place, you are certain in subscribing that which you can afford to give—and every man desires to subscribe for the benefit of those whom he may see in poverty deservedly requiring help—that no matter what the case is it will be faithfully investigated by the laborious, painstaking, discriminating officers to whom the duty is intrusted. No man gets out of this society less than he ought to have, and no man gets more; all are equally thought of and considered. But it cannot be so if people trust to indiscriminate charity, and I will tell you why. A man comes to you with a tale of distress. He says, "I am a poor clerk. I have had the misfortune

to lose my wife, or I have been through illness thrown out of employment; will you give me temporary relief or lend me a sum of money?" and your heart is opened, you give him £10, and he goes away rejoicing. The next day another man comes with the same painful tale, and what is your answer? You say, "My friend, I cannot give as much as I would have given if you had come earlier, because yesterday I had a person in the same condition and I gave him help, I can only give you half what I then gave." On the third day, perhaps, another man comes, and you again have to curtail your contribution, and he gets less than the others. But if you had put your money in the hands of this society each man would have got an equal sum. Gentlemen, I have said all that I think it necessary to say to you upon the constitution of this society. I have already in the few words I have uttered stated to you what, in my judgment, the character and merits of this great body of men are. I have told you that they are painstaking, laborious, and honest. The business of life is to a great extent intrusted to them. Their daily life is known but to very few men amongst us. I happen to have been many years in the profession, and to have had a more intimate acquaintance with the laborious duties of law clerks than most persons. I know that their duties keep them from morning till night, and that their remuneration is, I will not say niggardly, because it is as much as the employer can afford, but it is not more than sufficient to enable a man to keep himself respectably. He must live, he must pay his rent, he must dress, he has got a heart like all of us, I hope—he will fall in love and marry. The probable result of that I say nothing about. All these comforts, luxuries, call them what you will, have to be supported. How can that be done, I was going to say, on a salary of £100 a year? It cannot be done. But if he subscribes to this society, after a certain number of years he will get relief; but no man in the condition which I have mentioned can hope to save that which would make him happy in his old age. To whom, then, ought he to look? To those who have been prosperous in the profession, to those who are able to afford to give him relief. And if he will but try to help himself, I am sure there is not a man who hears me who will not gladly contribute to the best of his ability to add to the funds so as to help his poorer brother to be happy in the day of need. Gentlemen, you have the power to make him happy, you have the hearts to do it, and in gratifying that which is the desire of your hearts you will make yourselves happy. You would like to know that this society was prosperous. Do not wait until we are gone and say that at some future time we shall see this a very flourishing society; let us see it in our lifetime. We shall be twice as happy if we see it, and the best way of promoting the end is to let each man give what he can afford to a society which, if he believes as I do, he will believe to be deserving of all his sympathy and good wishes. I give you with all my heart "Prosperity to the United Law Clerks' Society."

Lord Chief Baron KELLY, in proposing the toast of "The Chairman," said he was happy to have lately had the honor of welcoming his brother Hawkins to the Exchequer Division. He was sure all present would join with him in thanking the chairman most sincerely for the great services he had rendered to the society whose anniversary they were then celebrating. His learned friend and brother had really left him nothing to say of the claims of the society upon the generosity of the profession; for in the account he had given of its birth, origin, and career he had shown in language which he would fain imitate and follow, if possible, the claims of the society to public gratitude, and therefore he would not add one word to what had been said. But before sitting down he might briefly allude to the distinguished and brilliant career of his learned friend in the law. His eminence began to shine before the world much about the time when the society was started, and among the first to bestow attention upon it was a rising young barrister, Mr. Hawkins. Throughout the brilliant career he had pursued he had never forgotten that branch of the law which constituted the society. He might say of him that in some, at least, of the qualifications of a barrister he had never been equalled, and was absolutely unrivalled. He would say nothing of his eloquence, his learning, the ability which he displayed in every cause in which he was engaged, but he did not hesitate to say that in the art of cross-examining

he had never had his superior, and but once, and once only, his equal.

The CHAIRMAN, in responding to the toast, expressed his thanks to the Lord Chief Baron for the kind, and he feared too flattering terms in which he had proposed his health, and for the affectionate way in which he had been received that evening. He might say that during the time he was at the bar he strove with all his might and main to do that which was right; as far as possible to make no enemies, but all his friends; and from the greeting he had that evening received he concluded he had tolerably well succeeded. Though he had left the profession his interest in it had not ceased, and to the last hour of his life he should regard the profession to which he had so long belonged as one of the greatest objects of his solicitude.

Dr. VAUGHAN then proposed "The Patrons of the Society," on behalf of whom Mr. R. A. WEBSTER responded.

Mr. Serjeant PARRY proposed "The Bench, the Bar, and the Profession." He considered the three as one, and did not believe a more united profession existed. They were all indebted to the bench; the bench were more indebted to the bar than they might perhaps think; and the bar were indebted to the other members of the profession—a debt which they were always anxious to incur. All the credit of winning a cause was given by the outside world to the advocate, but the outside world did not know how much credit was due to the other branch of the profession, to the solicitors and their clerks, who instructed counsel and gave them the materials with which to cross-examine a witness or make a brilliant speech. Without their help an advocate would, in his opinion, be almost useless.

Mr. YOUNG (President of the Incorporated Law Society) briefly responded to the toast.

The remaining toasts were "The Trustees," "The Honorary Stewards," and "The Ladies."

During the course of the evening donations to the amount of £530 were announced, including thirty guineas from the chairman in addition to his annual subscription, and £50 from the Lord Chief Baron.

UNITED LAW STUDENTS' SOCIETY.

A meeting of this society was held at Clement's-inn Hall on Wednesday, the 6th inst. Mr. J. T. Davies occupied the chair. It being the first meeting of the month, several business motions were disposed of; amongst others, on the motion of Mr. F. B. Moyle, a resolution was passed to hold fortnightly meetings of the society during the long vacation. A committee was also appointed to make arrangements for the annual dinner of the society. The meeting unanimously decided that clause 12 of the Solicitors' Examination Bill, which would enable barristers of five years' standing to become solicitors, without entering into articles, upon passing the final examination, is unjust to solicitors without some reciprocal provision to enable solicitors to become barristers. A committee was appointed to take steps to oppose clause 12 in its present form. It was announced that Mr. Gilbert J. French, of Bolton, had won the "Union Prize" for the best essay on the law relating to the property of married women. There were eighteen competitors.

LAW ASSOCIATION FOR THE BENEFIT OF WIDOWS AND FAMILIES OF SOLICITORS AND PROCTORS IN THE METROPOLIS AND VICINITY.

At the usual monthly meeting of the directors held at the hall of the Incorporated Law Society on Thursday, the 7th inst., the following being present, viz., Mr. Desborough (chairman), and Messrs. Tylee, Bennett, Farrer, Burgess, Carpenter, Cronin, Drew, Finch, Hedger, Kelly, Masterman, Parkin, Sawtell, Styan, and Boodle (secretary), grants were made to the widows and families of deceased members amounting to £1,300, and to the widows and families of deceased non-members amounting to £72 10s., and the ordinary business was transacted. The secretary announced that he had received a cheque for £20 from Mr. Serjeant Parry as a donation.

Legal News.

On Tuesday evening, in the House of Commons, in reply to Mr. Denison, the Chancellor of the Exchequer (in the absence of the Attorney-General) said he believed the Bankruptcy Bill would be proceeded with this session, but he was unable to give a definite answer.

At the distribution of prizes in the department of the evening classes at King's College, London, on the 1st of June, the following prizes and distinctions in law were awarded:—Special prize of five guineas, given by Professor Cutler, to Alexander Neale; the College prize, to Alexander Neale; prize given by Messrs. Stevens & Sons, of Chancery-lane, to George Ennis; prize given by Dr. Meares, to William Sopper; the Professors' prize, to James Manuel; and a certificate of merit to Thomas Welch. The special prize in law for the ensuing winter session will be given by the Right Hon. Lord Coleridge.

That pervading uncertainty, says the *Times* reporter, which characterizes the practice and procedure of the Supreme Court of Judicature has now extended to the question as to what clothes should be worn on red-letter days. Mr. Justice Field appeared this (Saturday) morning in those brilliant robes which learned judges wear on days which commemorate the birth of her Majesty or the death of the saints. On taking his seat, one of her Majesty's counsel proceeded to address him. But his lordship drew attention to the fact that his wig was not of those dimensions which the solemnity of the day required. The learned counsel in question stated that he hoped that it would not be supposed that he was capable of any want of respect either to her Majesty or to the court, and that he would without delay attire himself in the full-bottomed wig; he had, however, understood that the full-bottomed wig should not be worn at *Nisi Prius*. About the same time, in an adjoining court, where sittings at *Nisi Prius* were being held, the learned judge took his seat in the black gown ordinarily worn by learned judges when sitting at *Nisi Prius*, probably being under the impression, as was the learned counsel above referred to, that during sittings at *Nisi Prius* no change of attire was necessary or proper. Indeed, two of her Majesty's counsel, who appeared in their full-bottomed wigs, seeing the mode in which the learned judge was attired, left the court and lost no time in changing their full-bottomed wigs for a less-imposing head-gear.

At a meeting of the Court of Aldermen on Tuesday, a letter was read from the Lord Chief Justice of England, under date of "Westminster Hall, May 18." He said he had the honour to acknowledge the receipt of the Lord Mayor's letter, communicating to him, for the information of her Majesty's judges, the resolution of the Court of Aldermen, expressing the wish that the customary attendance of the judges at St. Paul's should not be discontinued. That resolution seemed to imply the belief that it had been in contemplation to do away with the custom in question altogether. That, however, was a misapprehension. The matter which had been under the consideration of the judges was not the entire discontinuance of the attendance of the judges, but whether the attendance might not be limited to once a year, together with the propriety of some fresh arrangement as to future attendance, rendered necessary by recent changes in the judicial body, by the effect of which the judges of the equity courts, as also of the Courts of Probate and Admiralty, had now become "her Majesty's judges," as well as the common law judges, who formerly were exclusively so called. The Lord Chief Justice, therefore, on the part of the judges, had to request the Lord Mayor to set them right with the Court of Aldermen in that respect, and he had further the honour to inform his lordship that the matter had been recently under the consideration of the Supreme Court, and that it had been decided that when, henceforward, the judges attended at St. Paul's, such attendance should be according to an established *rota*, the judges taken indiscriminately from the entire body of the Supreme Court. A sufficient attendance would thus be secured, though not always consisting of the same judges. At the same time it had been deemed sufficient that the attendance should be once a year only, instead of twice. The day most convenient to those

who would attend this year would be Sunday, the 10th of June. As Serjeants'-inn, the place at which the judges were accustomed to assemble and to be met by the City Marshal before proceeding to St. Paul's, was no longer at their disposal, the judges attending would go separately straight to the cathedral and there meet the City authorities as heretofore. The Lord Chief Justice trusted that arrangement would be deemed satisfactory. The letter was ordered to be entered in the journals.

Appointments, &c.

Mr. JOHN FRANCIS BURTON, solicitor (of the firm of Burton & Scorer), of Lincoln, has been appointed by the Lord Lieutenant of Lincolnshire (Earl Brownlow) to be Clerk of the Peace for the Parts of Lindsey, in succession to Mr. John Hardwick Holloway, deceased. Mr. Burton had acted for more than eight years as deputy-clerk of the peace. He was admitted a solicitor in 1849, and is also clerk to the magistrates for the Lincoln petty sessional division of the parts of Kesteven, and to the general gaol sessions for the whole county.

Mr. RICHARD CLARKSON, solicitor, of Calne, has been appointed Clerk to the Calne Board of Guardians. Mr. Clarkson was admitted a solicitor in 1855, is town clerk of Calne, clerk to the county and borough magistrates, to the commissioners of taxes, and to the highway board; secretary to the Calne Railway Company, and has just been appointed Superintendent-Registrar.

Mr. JOHN HOSACK, barrister, has been appointed a Magistrate at Westminster Police-court, in succession to Mr. Thomas James Arnold, deceased. Mr. Hosack is the author of treatises on "Conflict of the Laws of England and Scotland," and "The Rights of British and Neutral Commerce." He was called to the bar at the Middle Temple in Hilary Term, 1841, and has practised on the Northern Circuit and Liverpool Sessions. He was elected a bencher of the Middle Temple in 1874, and he was for several years a revising barrister. He has also frequently sat as deputy-recorder of the borough of Liverpool.

Legislation of the Week.

HOUSE OF LORDS.

JUNE 4.—SETTLED ESTATES.

The report of amendments on this Bill was received. GAS AND WATER ORDERS CONFIRMATION (BROTTON, &c.). This Bill passed through committee.

PUBLIC LIBRARIES (IRELAND) ACT AMENDMENT. This Bill passed through committee.

JUNE 5.—SOLICITORS' EXAMINATION, &c. This Bill was read a third time and passed.

OYSTER AND MUSSEL FISHERIES ORDER CONFIRMATION. This Bill was read a second time.

PROVISIONAL ORDERS (IRELAND) CONFIRMATION (HOLYWOOD, &c.). This Bill passed through committee.

CONSOLIDATED FUND (£5,900,000). This Bill was read a second time.

GAS AND WATER ORDERS CONFIRMATION (BROTTON, &c.). This Bill was read a third time and passed.

PROVISIONAL ORDERS (IRELAND) CONFIRMATION (ARTIFANS' AND LABOURERS' DWELLINGS). This Bill was read a second time.

PROVISIONAL ORDERS (IRELAND) CONFIRMATION (ENNIS, &c.). This Bill was read a second time.

HOUSE OF COMMONS.

MAY 31.—CUSTOMS, INLAND REVENUE, AND SAVINGS BANKS.

On the motion that this Bill as amended should be considered, Mr. J. BARCLAY moved the addition of the following clause:—"Guns used by farmers, or persons employed by

them, exclusively for the protection of their crops shall be exempted from licence duty."—The clause was lost on a division by 92 to 20.

PUBLIC WORKS LOANS.

This Bill passed through committee.

CANAL BOATS.

This Bill was read a second time.

CONSOLIDATED FUND (£5,900,000).

This Bill was read a third time and passed.

COLONIAL FORTIFICATIONS.

This Bill was read a second time.

WINE AND BEERHOUSE ACT.

Mr. STAVELEY HILL introduced a Bill to amend the Wine and Beerhouse Act, 1869.

JUNE 4.—UNIVERSITIES OF OXFORD AND CAMBRIDGE.

This Bill passed through committee.

CUSTOMS, INLAND REVENUE, AND SAVINGS BANKS.

This Bill was read a third time.

PUBLIC WORKS LOAN.

This Bill was read a third time and passed.

BISHOPRICS.

The second reading of this Bill was moved by Mr. CROSS.—The debate was adjourned.

PIER AND HARBOUR ORDERS CONFIRMATION (No. 3).

This Bill passed through committee.

COMPANIES ACTS AMENDMENT.

Mr. E. STANHOPE, in moving the second reading of this Bill said its object was to put beyond doubt the power of public companies to reduce their capital, a question in reference to which recent litigation had occasioned some difficulty. The Bill would contain proper safeguards, and would impose due conditions on the power of reducing the capital.—The Bill was read a second time.

COLONIAL FORTIFICATIONS.

This Bill passed through committee.

LOCAL GOVERNMENT PROVISIONAL ORDERS (BRIDLINGTON, &c.).

This Bill was read a second time.

BLIND AND DEAF MUTE CHILDREN.

This Bill was read a second time.

PUBLIC HEALTH (METROPOLIS).

Mr. SOLATER-BOTH introduced a Bill to consolidate and amend the law relating to the public health of the metropolis.

BUILDING SOCIETIES.

Mr. DALEYMPLE introduced a Bill to amend the Building Societies Act, 1874.

JUNE 5.—PRISONS.

On the motion for the consideration of this Bill, as amended, Mr. O'C. POWER moved "That, in the opinion of this House, no legislation dealing with the management and discipline of prisoners can be satisfactory which does not extend to convict establishments."—The motion was withdrawn.

Dr. KENEALY moved to insert after clause 10 the following clause:—"All prison rules now existing shall be repealed, and visiting justices shall be empowered and required to make new rules for the internal regulation and discipline of their respective prisons."—The clause was negatived without a division.

Dr. KENEALY moved the insertion of a clause to provide that it should not be lawful to impose upon prisoners the penalty of flogging for infraction of prison regulations, any prisoner committing an offence of the kind, which would, under the existing system, apparently authorize corporal punishment, to be tried by a jury, who should decide whether the punishment should or should not be inflicted."—On a division the clause was rejected by 191 to 70.

JUNE 6.—WOMEN'S DISABILITIES REMOVAL.

Mr. JACOB BRIGHT moved the second reading of this Bill, but the debate stood adjourned.

QUARTER SESSIONS (BOROUGH).

This Bill was read a third time and passed.

ANCIENT FORMS OF PROPERTY AND LAND TENURE.

THE last lecture of Sir Henry Maine's course on this subject was delivered at Oxford on Saturday week. He said that it is in the house community of the South Slavonians that we find the best counterpart to the old Roman *gens*, an institution which seems to have been almost universal among Aryan peoples. This South Slavonian house community is point for point the same as the joint family of the Hindoos, and may be defined as an association of many related families for purposes of common life under one chief. The customs and laws relating to it have lately been treated with great learning by Professor Bogechich, of Ragusa, under the patronage of the Croatian University of Agram, whose researches bear a remarkable likeness to those which Mr. Lyall has been conducting with regard to the Rajpoots of India. The South Slavonian communities grant to every member a right to maintenance, to every daughter her marriage portion, to every son maintenance for his wife. The kindred meet in the evening under a tree to discuss the family affairs, the familiar word *Skuptchina* meaning no more than "meeting of kindred." In these meetings it generally happens that the old men are the only speakers, for the Slavonians say, "Without reverence for old age there is no salvation." But though this custom seems aristocratic the real government of the family is vested in the house chief, an elder properly appointed, who is treated with the greatest reverence by all, and without whose presence or authority no common enterprise is ever undertaken. His mode of appointment, like the mode of appointing Kings in early times, is various; sometimes he is freely elected, sometimes the post descends to the son, or even to the brother, of the last holder. The sentiment of respect for age and the necessities of life come into collision, and there is often a difficulty as to whether the oldest of the kindred or the fittest, be it man or woman, should be made house chief. As to the tenure of the family stock, much light is thrown upon Roman law by South Slavonian usages. Part of the stock is inalienable—for instance, the fermenting vats in the grape districts, the land and plough oxen in the ordinary country—while everything else is alienable, a distinction well known to Roman lawyers. Is there any property in these communities which is held separately—any *peculium*, as the Romans used to call it? This is so soon recognized as the great solvent of the joint family that in Montenegro, as in some parts of India, there is properly none; but exceptions have grown up, and the principle seems to be admitted that property acquired in any specially dangerous way shall belong to the acquirer. So in Montenegro the spoil of war belongs to the winner of it; and on the Adriatic coast property that has been gained by foreign and distant trade belongs to the trader. The marriage institutions, too, are full of interest. The wife keeps her *peculium* and her *morning gift* in her own hands, and at her death it descends by special lines of succession. There are very wide tables of prohibited degrees, and even where a marriage is allowed by special church dispensation it is thought disreputable. Mohammedanism, on the other hand, has few prohibited degrees; and in the Slavonic provinces of Turkey there often happens, as is sometimes contrived in India, that the Mohammedan law is successfully appealed to to legitimize children born of parents within the degrees. Just so the Mohammedan law now often interferes to break up the family stock on the death of the family chief, and to give the daughters a share which the Slavonic custom would not allow. Some of the most curious phenomena occur in regard to the fictitious relationships that exist in these societies. Just as in ancient Ireland the foster parent was under certain legal obligations and disabilities towards his foster child and the teacher to his pupil, so in the Slavonic countries the sponsor and the god-child stand in a real relationship to each other. There is even one unique case; the groomsmen at a wedding is held to be the spiritual brother of the bridegroom, and is forbidden to marry the bride's sister. Again, in the case of private enemies, one may offer to the other that they should become "gossips," spiritually related with proper formalities. If he refuses he may be lawfully killed, and if he accepts they are brothers; and thus many a case of Montenegrin Capulets and Montagues has been solved by this fiction of spiritual consanguinity—an invaluable device in a country where blood-feuds are common. Another institution exactly reflects the parable of the Prodigal Son—that is, the division of property during the lifetime of the father is sometimes obligatory. The property is divided, and one son goes away

to spend or to improve his share, the other remaining at home, obeying his father's behests, and in the end succeeding to the remaining property.

What these communities, whether of house or village, have to dread, concluded Sir H. Maine, is not barbarism, but civilization. Modern codes, whether the old Austrian code of Joseph II. or the new Hungarian code, or the English codes in India, proceed upon the maxim that "no one can be compelled to continue in joint ownership against his will." This evidently tends to kill the older usage. Still more powerful are economical causes, operating under the modern conditions of easy communication and good government. The energetic brother goes off to the capital or to a foreign town, and makes money and keeps it; or, if not, he remains a discontented member of the group. And the codes not only guarantee individual property, but, as the countries where codes exist are the best governed, there wealth is most easily acquired; so that a positive stimulus is given by them to the disintegration of the ancient family groups.

Courts.

HIGH COURT OF JUSTICE.

EXCHEQUER DIVISION.

(Before HAWKINS, J., and a Common Jury.)

June 1.—*Kimpton v. Padmore.*

This was an action against a solicitor, brought by the plaintiff, who had been acting as his managing clerk.

The plaintiff conducted his own case, and the defendant did not appear.

It was stated that the defendant had for some years carried on the business of a solicitor in Barnard's-inn, Holborn, in which he had been assisted by two persons, described by the plaintiff as his clerks, but who appeared to be respectively an accountant and a surveyor. The names of all these were, however, painted over the defendant's door. The plaintiff was acquainted with the defendant, whom he had met in various public-houses in the neighbourhood, and in 1875 the defendant came to him in a state of great poverty and told him that he could do no business unless he could procure his certificate of solicitor, in obtaining which he had met with opposition from another solicitor, a Mr. Butcher. The grounds of Mr. Butcher's opposition did not appear, but the plaintiff paid him £7 to withdraw it, which he did. In July the defendant called again on the plaintiff, who then and on many subsequent occasions gave him money. It was at length agreed between them that the plaintiff should attend to the defendant's business and should pay him £1 a week, the defendant stating that he was in failing health and too old to manage his affairs for himself. In November, 1875, a power of attorney was given by Padmore to the plaintiff appointing the latter his attorney, to do all proper duties, and to act with full authority for him, in consideration of money already paid to Padmore and of an annuity of £50.

The plaintiff, in reply to questions from the learned judge, said that up to the time of his employment by the defendant, he was an accountant and house agent, and sometimes called himself a surveyor in order to get business, though he had not been educated as a surveyor. He had never been in the law, except as a mere writing clerk to a solicitor at Liverpool twenty years ago. Only one client, a tenant of the plaintiff, came to the defendant's office while the plaintiff was there, who brought an action against the Tilbury and Southend Railway Company and recovered damages from them. The action was conducted throughout by the plaintiff, who paid all the necessary fees, as his client was very poor. As soon as the bill of costs in the action had been taxed the defendant revoked the power of attorney and received the amount, £59, with which he declined to part. It was contended by the plaintiff that this money was retained in contravention of his agreement with the defendant, Padmore, and he now claimed this sum and others which he had expended on the defendant's behalf. Among the latter was one for clothes to enable the defendant "to appear respectably at the office and in the law courts," as before he had been so fitted out he looked quite a disgrace to the office. There was a further claim for two sums of £9 5s., which the plaintiff

had expended in 1875 and 1876 in procuring the defendant's certificate.

HAWKINS, J., in summing up, said there had been a scandalous abuse of privilege by Padmore in allowing a person absolutely without legal education to carry on business in his name, and this for the wretched pittance of a suit of clothes or two and £1 a week, and that he should order the documents in the case to be impounded and notice to be given to the Law Society, in order that they might take any steps they should think proper against Padmore.

The jury returned a verdict for the plaintiff for £25 10s., which was reduced by a further sum of £18, and the learned judge refused to allow costs.—*Times.*

Court Papers.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	MASTER OF THE ROLLS.	V. C. MALINS.
Monday, June 11	Mr. Holdship	Mr. Pemberton	Mr. Milne
Tuesday 12	Teesdale	Ward	Merivale
Wednesday .. 13	Holdship	Pemberton	Milne
Thursday 14	Teesdale	Ward	Merivale
Friday 15	Holdship	Ward	Milne
Saturday 16	Teesdale	Pemberton	Merivale
V. C. BACON.			
Monday, June 11	Mr. Koe	Mr. Farrer	Mr. Justice FRY.
Tuesday 12	Clowes	King	Mr. Leach
Wednesday 13	Koe	Farrer	Latham
Thursday 14	Clowes	King	Leach
Friday 15	Koe	Farrer	Latham
Saturday 16	Clowes	King	Leach

BIRTHS AND DEATHS.

BIRTHS.

MCCALL—June 1, at Tufnell-park-road, the wife of E. A. McCall, barrister-at-law, of a daughter.

NEALE—May 31, at Barras House, near Coventry, the wife of Walter W. Neale, solicitor, of a daughter.

RIBTON—May 31, at 35, Elgin-road, Kensington-park, the wife of Theodore Ribton, barrister-at-law, of a son.

SLATER—June 4, at 8, Russell-square, the wife of Cyrus Slater, barrister-at-law, of a son.

STORY—June 1, at Douglas, Isle of Man, the wife of Anthony Browne Herbert Story, barrister-at-law, of a son.

DEATH.

WARNER—June 1, at 30, Leinster-gardens, Hyde-park, John Warner, of the Inner Temple, barrister-at-law, aged 71.

PUBLIC COMPANIES.

June 8, 1877. RAILWAY STOCK.

Railways.	Paid.	Closing Price
Stock Bristol and Exeter	100	—
Stock Caledonian	100	123
Stock Glasgow and South-Western	100	102
Stock Great Eastern Ordinary Stock	100	67
Stock Great Northern	100	134
Stock Do., a Stock	100	127½
Stock Great Southern and Western of Ireland	100	125½
Stock Great Western—Original	100	109
Stock Lancashire and Yorkshire	100	134½
Stock London, Brighton, and South Coast	100	117
Stock London, Chatham, and Dover	100	102
Stock London and North-Western	100	140½
Stock London and South Western	100	138½
Stock Manchester, Sheffield, and Lincoln	100	70½
Stock Metropolitan	100	108½
Stock Do., District	100	45½
Stock Midland	100	127½
Stock North British	100	134½
Stock North Eastern	100	142
Stock North London	100	89
Stock North Staffordshire	100	83
Stock South Devon	100	124
Stock South-Eastern	100	—

* A. receives no dividend until 6 per cent. has been paid to B.

GOVERNMENT FUNDS.

3 per Cent. Consols, 94½
 Ditto for Account, 94½
 Do. 5 per Cent. Redwood, 95
 New 3 per Cent., 95
 Do. 4½ per Cent., Jan., '94
 Do. 4½ per Cent., Jan., '94
 Do. 5 per Cent., Jan., '78
 Annuities, Jan., '80

Annuities, April, '88, 97
 Do. (Red Sea T.) Aug. 1868
 Ex. Bills, £1000, 2½ per Ct. 3 pm
 Ditto, £500, Do., 3 pm
 Ditto, £100 & £200, 3 pm.
 Bank of England Stock, — per
 Ct. (last half-year), 260
 Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

Ind. Stk., 5 per Cent., July, '80, 104½
 Ditto for Account, —
 Ditto 4 per Cent., Oct. '88, 102½
 Ditto, ditto, Certificates —
 Ditto Enforced Ppr., 4 per Cent. 88
 2d Ind. Fr., 5 per C., Jan. '72

Ind. Fr. 5½ per Cent., May, '79, 91
 Ditto Debentures, 4 per Cents
 April, '64
 Do. Do. 5 per Cent., Aug. '73
 Do. Bonds, 4 per Cent. £1000
 Ditto, ditto, under £1000

LONDON GAZETTES.

Professional Partnerships Dissolved.

TUESDAY, June 5, 1877.

Wood, Hubert, and Godden Styles Hare, 65, Basinghall st, London,
 Croydon and Red Hill, Surrey, and 66, Bow rd, Middlesex, Solicitors.
 June 2

Winding up of Joint Stock Companies.

FRIDAY, June 1, 1877.

LIMITED IN CHANCERY.

Margate Aquarium Company, Limited.—Petition for winding up, presented May 31, directed to be heard before the M.R. on June 9, Shepherd, College st, College hill, solicitor for the petitioner
 Robert Bewick and Company, Limited.—Petition for winding up, presented May 30, directed to be heard before the M.R. on June 9, Hingle and Co, Threadneedle st, agents for Hollishead, Tanstall, solicitor for the petitioners

TUESDAY, June 5, 1877.

LIMITED IN CHANCERY.

Darlington Steel and Iron Company, Limited.—Creditors are required, on or before July 5, to send their names and addresses, and the particulars of their debts or claims, to Alfred Ebeneser Wenham, Ass't, Birmingham. Thursday, July 19, at 11.30, is appointed for hearing and adjudicating upon the debts and claims.

General Exchange Bank, Limited.—Creditors are required, on or before July 5, to send their names and addresses, and the particulars of their debts or claims, to James Cooper and William Walker Urwick, Colemanst buildings. Saturday, July 21, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Lytles Iron Agency, Limited.—Petition for winding up, presented June 1, directed to be heard before V.C. Hall, on June 15. Stibbard and Co, Fenchurch st, solicitors for the petitioners

Railway Accident Mutual Assurance Company, Limited.—The M.R. has, by an order dated May 8, appointed Samuel Loveick, Coleman st, to be official liquidator.

Tunbridge Wells Mining and Land Company, Limited.—Creditors are required, on or before June 28, to send their names and addresses, and the particulars of their debts or claims, to George Rogers, Circus place, Finsbury circus. Thursday, July 12, at 12, is appointed for hearing and adjudicating upon the debts and claims

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, May 18, 1877.

Carl, John, Hoby, Leicester, Grazier. June 16. Baresford v Simpkin, V.C. Malins. Ingram, Leicester

Daniel, Michael, Castellygarn, Pembroke, Farmer. June 23. Daniel v Daniel, V.C. Malins. George, Cardigan

Edwards, Ephraim, Tunbridge Wells, Kent, Builder. June 21. Wiles v Stace, V.C. Hall. Andrew and Cheale, Tunbridge Wells

Lobb, Joseph, Southampton, Esq. June 21. Lobb v Lobb, M.R. Bradley and Co, Southampton

Morlars, Pierre Francois Toussaint, St James's place, Licensed Victualler. June 15. Morlars v Crozes, M.R. Laundry and Son, Cecil st, Strand

Owen, Evan, Britonferry, Glamorgan, Shipping Agent. June 5. Whitington v Lewis, V.C. Bacon

Tolley, James, Betchworth, Hertford, Paper Maker. June 20. Digby v Wild, V.C. Malins. Bird, Uxbridge

TUESDAY, May 22, 1877.

Andrew, Frederick, Balham, Surrey, Gent. June 18. Mesnard v Andrew, V.C. Bacon. Hare, Surrey st, Strand

Cole, George William, Vine cottage, Forest hill, Contractor. June 25. Smith v Fynes, V.C. Malins. Smith, Chancery lane

Hart, Morris, Queen st, Brompton, Gent. June 20. Hart v Moses, V.C. Malins. Harris, Southwark at

Murgrave, Charles, Gainsborough, Lincoln, Gent. June 22. Sanders v Gouley, V.C. Hall. Plaskitt, Gainsborough

Parker, William, Skirwith Abbey, Cumberland, Esq. Dec 31. Theed v Phillips, V.C. Malins. Clutserdoubt, Carlisle

Parker, William, Linwood, Lincoln, Farmer. June 19. Drakes v Hooker, M.R. Fredley, Market Basin

Randall, John, Nelson terrace, Stoke Newington road, Wheelwright. June 24. Randall v Gotherd, V.C. Hall. Sturt, Ironmonger lane

Robinson, John, Burton-upon-Trent, Stafford, Licensed Victualler. June 15. Drewry v Carfoot, M.R. Geare, Lincoln's inn fields

FRIDAY, May 25, 1877.

Rid, Rev William, Crosby Garrett, Westmorland. July 15. Grutiner v Du Fan, M.R.

Cafe, Henry Smith, Great Marlborough st. June 25. Philpott v Kendall, M.R.
 Cochran, Hon Horace William Bernardo. June 30. Cochran v Earl of Dundonald, V.C. Malins
 Nesbitt, Arthur, Fenchurch st, Hide Broker. June 20. Nesbitt v Nesbitt, V.C. Bacon. Matthews, Bedford row
 Nesbitt, Susan Augusta, Tunbridge Wells. June 20. Nesbitt v Nesbitt, V.C. Bacon. Matthews, Bedford row
 Whitehouse, Charles, Walsall, Stafford, Chain Manufacturer. June 15. Harvey v Antropus, M.R. Smith, Walsall

TUESDAY, May 23, 1877.

Beare, Arthur Cotton, Kingsgate, Kent, Gent. June 30. Eland v Clarke, V.C. Malins. Kettlebridge, Trafalgar sq
 Flamer, Thomas, Wrappingham, Norfolk, Farmer. June 30. Scott v Fisher, V.C. Hall. Standley, Wymondham
 Hall, William, Morpeth, Northumberland, Grocer. July 2. Hall v Hall, V.C. Hall. Brumell, Morpeth

Creditors under 23 & 25 Vict. cap. 35.

Last Day of Claim.

TUESDAY, May 22, 1877.

Akerman, George, Blunsdon St Leonards, Wilts, Esq. July 10. Winterbotham and Co, Cheltenham
 Baseley, Henry Edward, Wormwood st, Stationer. June 30. Robinson, Gresham House, Old Broad st
 Bass, John Holmes, Camden rd, Holloway. July 17. Gant, Walbrook Brook, Thomas, Upper Edgerton, York, Gent. June 16. Brook and Co, Huddersfield

Bye, Susannah, Linton, Cambridge. July 19. Whitehead, Cambridge Chambers, William, Leicester, Builder. June 30. Stevenson, Leicester
 Cowley, Elizabeth, Sheffield. July 16. Burdakin and Co, Sheffield

Dawson, George, King's Norton, Worcester. July 7. Susan Frances Dawson, King's Norton

Dobson, Sophia, Eastbourne, Sussex. July 9. Robinson and Wilkins, King's Arms yard

Duckworth, Robert, Pendleton, Lancashire, Soap Manufacturer. June 30. Peacock and Gracie, Manchester

Fewer, Thomas Motley, Upper Stamford st, Gent. July 31. Rixons, Gracochurch st

Harrison, William, Leamington Priors, Warwick, Esq. July 20. Field and Son, Leamington Priors

Hearn, George, Short st, Curtain rd. July 30. Billing and Venn, Church court, Old Jewry

Hichens, Rev Richard, Woodham Mortimer, Essex. June 28. Round, Old sq, Lincoln's inn

Hope, Edward, Rhayader, Radnor, Gent. July 5. Stephens, Presteigne Hyman, George Edward, Newton Abbot, Devon, Artist. June 18. Winsor, Chancery lane

Johnson, Robert, Llanelli, Solicitor. June 23. Johnson and Stead, Llanelli

Manuel, Harriet Charlotte, Witton Gilbert, Durham. July 1. Field and Son, Leamington

Marriott, Joseph, Doddington, Lincoln, Farmer. June 26. Tweed and Stephen, Lincoln

Morton, Ralph, Gateshead, Durham, Gent. June 10. Laws and Co, Newcastle-upon-Tyne

Pothecary, Anne Helena, Stanhope st. June 23. Richards, Warwick st, Regent st

Reeves, Charles Henry, Gray's inn rd. June 13. John William Reeves, Shepherd's bush

Sharrocks, Elizabeth, Cheetham hill, Manchester. July 1. Avison and Morton, Liverpool

Scott, Elizabeth, Tuppell place, Upper Holloway. July 23. Jupp, Carpenters' Hall, London wall

Scott, Robert, Oldham, Lancashire, Ironmonger. July 1. Buckley and Clegg, Oldham

Taylor, Anne, Bolton, Lancashire. Burdakin and Co, Sheffield Watson, Henry Walter, Cambridge terrace, Hyde park, Esq. June 30. Mott, Bedford row

Winship, Lionel William, Newcastle-upon-Tyne, Gent. June 24. Keenlyside and Forster, Newcastle-upon-Tyne

Wright, William, Southhill park, Hampstead, Architect. June 18 Hubbard and Co, Bucklebury

FRIDAY, May 25, 1877.

Bailey, Joseph, Romford, Essex, Gardener. June 30. King, Abchurch lane

Bateman, Marmaduke George, Liverpool, Builder. June 20. Goffey, Liverpool

Beale, James, Pontypool, Monmouth, Innkeeper. July 20. Greenway and Bythway, Pontypool

Beattie, Sarah, Regent st. July 2. Vallance and Vallance, Essex st, Strand

Chamberlayne, Lavinia Frances Elizabeth, St Leonard's-on-Sea, Sussex. June 14. Dawes and Sons, Angel court, Throgmorton st

Cook, Edwin, Aston Ingham, Hereford, Gent. June 23. Cooke, Gloucester

Coombe, Anna Maria, Tunbridge Wells, Kent. June 30. Thomson and Ward, Bedford row

Creed, Jessy Elizabeth Anna, Durham terrace, Westbourne park. Jul 2. Wynne and Son, Lincoln's inn fields

Dixon, James, Nibthwaite, Lancashire, Labourer. June 30. Remington, Ulverston

Draper, Joanna Tagg, Malpas, Cheshire, Shopkeeper. June 20. Walker and Smith, Chester

Balter, Rev John, Iron Acton, Gloucester. July 31. Ray and Bush, Bristol
 Shuttlebottom, John, Hanley, Stafford, Earthenware Manufacturer. June 18. Challinor, Hanley
 Small, George, Bedfordbury, Grocer. June 30. Cobb, Lincoln's inn fields
 Tison, Sir Thomas, Clapham park, Knight. June 30. Clarkes and Co, Gresham House, Old Broad st
 Townsend, Joseph, Wells st, Hackney, Licensed Victualler. July 7. Sandilands and Co, Fenchurch st
 Tucker, Henry, Wallington, Surrey, Warehouseman. June 30. Pattison and Co, Queen Victoria st
 Wilson, John Wheeler, Cardiff, Glamorgan, Farmer. June 30. Matthews and Son, Cardiff

TUESDAY, May 29, 1877.

Aldred, Thomas, Tiverton, Devon, Gent. June 16. Cockram, Tiverton, Devon
 Ashwell, Joseph, Grosvenor park, Camberwell, Gent. June 30. Jenkinson, Eastcheap
 Ayre, William, Greatham, Durham. June 28. Todd, Hartlepool
 Barker, Joshua, Mirfield, York, Wool Merchant. July 1. Scholesfield and Son, Dewsbury
 Binks, Thomas, Liverpool, Tea Merchant. July 25. Carter and Gregory, Liverpool
 Bowerbank, James Scott, St Leonard's-on-Sea, Sussex, Esq. July 2. Tanqueray-Willame and Co, New Broad st
 Backland, Susannah, Wyardsbury, Buckingham. July 9. Long and Co, Windsor
 Chipperfield, John, Cambridge road, Mile End, Gent. July 31. Bolton and Co, Elm court, Temple
 Cotton, William, Cannock, Stafford, Gent. June 25. Spilsbury, Stafford
 Cross, John, New Windsor, Berks, Agricultural Engineer. July 31. Darvill and Co, New Windsor
 Epton, John Wynne, Leeswood, Flint, Esq. Aug 1. Kelly and Keene, Mold
 Fell, Elizabeth, Camberwell House, Peckham. July 21. Osborne, Shinal
 Gage, Ann, Boxford, Suffolk. June 30. Ransom, Sudbury, Suffolk
 Gray, Louisa, Romford, Essex. July 7. Surridge and Co, Lombard st
 Gutzner, William Lewis, Liverpool, Engineer. July 10. Whitley and Maddock, Liverpool
 Henderson, John, Newcastle-upon-Tyne, Agent. July 10. Hoyle and Co, Newcastle-upon-Tyne
 Hichens, Rev Richard, Woodham Mortimer, Essex. June 28. Round, Old sq, Lincoln's inn
 Hickman, Alfred Edward, Warrington, Lancashire, Music Seller. June 25. Ridgway and Worsley, Warrington
 Hawk, Rev James, Moreton, Salop. Aug 1. Baper and Freland, Chichester
 Holt, Joseph Charles, Mansell st, Aldgate, Victualler. June 30. Keene and Marsland, Mark lane
 Ingleby, William, Ryhill-in-Holderness, York, Farmer. June 30. Iveson and Son, Hedon
 Jeames, David, Seavington St Michael, Somerset, Farmer. June 23. Nicholletts, South Petherton
 Jones, William, Linton st, Islington, Slate Merchant. July 24. Jones, Linton st, Islington
 Leach, James, Liverpool, Oil Refiner. June 4. Martin, Liverpool
 Morris, Eliza, St Stephen's terrace, Shepherd's bush. July 6. Huldners, Barbican
 Oldroyd, George, Stonehyrst, York, Esq. July 1. Scholesfield and Son, Lewsbury
 Page, Thomas, Liverpool, Licensed Victualler. June 30. Bremner and Co, Liverpool
 Pantom, Henry John Wareham, Dorset, Brewer. July 25. Marshfield and Hotchings, Wareham
 Ravenshaw, Edward Cockburn, Eaton sq. June 30. Hunters and Co, New sq, Lincoln's inn
 Rushton, Michael, Macclesfield, Cheshire, Innkeeper. July 19. Brocklehurst and Co, Macclesfield
 Taylor, John, Havering-atte-Bower, Essex, Baker. July 7. Surridge and Co, Lombard st
 Thomas, John Fryer, Blackheath, Kent, Esq. July 31. Francis, Austinfriars
 Townsend, Robert Lawrence, Steanbridge House, Gloucester, Esq. May 15. Little, Stroud
 Walker, Henry, Kentish town rd, Gent. July 12. Edell, King st, Cheapside
 Ward, George, Withington, Lancashire, Innkeeper. Aug 1. Swinburne and Co, Manchester

FRIDAY, July 1, 1877.

Bone, Elizabeth, Greenside, Durham. July 25. Mather and Co, Newcastle-upon-Tyne
 Bowne, John, Eldon rd, Victoria rd, Kensington, Coal Merchant. July 14. Beisage and Middleton, Bedford row
 Cottrell, William Henry, Harleyford st, Vauxhall. June 24. Stoneham and Legge, Philipot lane
 Crookes, George, St James' st, Pall mall, Tailor. June 30. Rae, Mincing lane
 Dennett, Pruett, Midhurst, Sussex, Yeoman. July 19. Johnson and Son, Midhurst, Sussex
 Dixon, Christopher, Nateby, Westmoreland, Farmer. June 30. Preston, Kirby Stephen
 Farrar, Mary, Ozendyke, York. July 17. Bickers, Tadcaster
 Glyn, Edward, Liverpool, Leather Dealer. July 14. Miller and Co, Liverpool
 Harper, William Morris, Malda vale, Esq. July 31. Bolton and Co, Elm court, Temple
 Hickman, Alfred Edward, Warrington, Lancashire, Music Seller. June 25. Ridgway and Worsley, Warrington
 Hook, Charles Townsend, Sudland, Kent, Paper Manufacturer. Aug 1. Wilkin-son and Son, Lincoln's inn fields
 Jewett, Rev William, Union terrace, York, Wesleyan Minister. July 16. Phillips, York
 Jones, Mary, Aberystow, Cardigan. June 14. Richardson and Co, Liverpool

Keartland, William, Brixton rd. June 24. Stoneham and Legge, Philipot lane
 Kemp, Mary Ann, Upper Parkstone, Dorset. June 30. Hewitt, Nicholas lane
 Leonard, Edward James, Hackney, Civil Engineer. June 28. Lovett, King William st
 Morris, George, Brentford, Grocer. June 30. Draper, Vincent sq
 Muir, John, Newcastle-upon-Tyne, Civil Engineer. Aug 31. Bond, Newcastle-upon-Tyne
 Pettitt, Harriett, Stowmarket, Suffolk. July 10. Satchell and Chapple, Queen st, Cheapside
 Pickering, Thomas, Royston, Herts, Bookseller. June 20. Mote, South sq, Gray's inn
 Pretty, Anne, Lansdowne terrace, Brixton. June 30. Rae, Mincing lane
 Rice, Henry, Brighton, Sussex, Gent. June 30. Waterman, Brighton
 Roach, Eleanor Ann, Paris, France. Sept 29. Arnold and Co, Carey st, Lincoln's inn
 Robinson, George, Manchester, Tea Merchant. July 31. Cunliffe and Co, Manchester
 Rutley, William, Wellington terrace, Upper Sydenham, Corn Merchant. July 1. Burroughs and Bisdie, Forest hill
 Scott, Mary, Bellegysgate, Souly, Westmoreland. June 30. Preston, Westmoreland
 Shugar, John Merritt, Tring, Herts, Gent. Aug 19. Smith and Co, Bread st, Cheapside
 Sims, William, Tavistock, Devon, Merchant. June 25. Luxton and Johnstone, Tavistock
 Smith, Robert, Southampton, Gent. July 6. Swaine, Southampton
 Squaney, Robert, West hill, Wandsworth. July 14. Carr and Co, Vigo st
 Stanger, William Wright, Belvedere rd, Upper Norwood, J.P. July 30. Tredgold, St Swithin's lane
 Stephens, Samuel Fox, Gracechurch st, Bill Broker. July 5. Neal, Finner's Hall, Old Broad st
 Stephens, Thomas, Woburn Lodge, Brixton. June 25. Tanqueray-Willame and Co, New Broad st
 Strutt, Arthur, Duffield, Derby, Esq. Aug 1. Enfield, Nottingham
 Taylor, John, Duffield, Derby, Labourer. July 16. Gadsby, Derby
 Turball, James William, High Hamilton st, Newcastle-upon-Tyne, Timber Merchant. July 25. Mather and Co, Newcastle-upon-Tyne

Bankrupts.

FRIDAY, June 1, 1877.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar. To Surrender in London.

Berry, Arthur, Hatton garden, Wholesale Jeweller. Pet May 30. Spring-Rice. June 12 at 12
 Bolton, George, Cross lane, Eastcheap, Agent. Pet May 24. Popsy. June 12 at 11
 Lister, Thomas, Marlborough hill, St John's wood, no occupation. Pet May 31. Murray. June 20 at 12

To Surrender in the Country.

Clark, William, Wallington, Surrey, Nurseryman. Pet May 26. Rowland. Crocydon, June 12 at 2
 Gamble, Henry Robert, Tarrington St Clement's, Norfolk, Wheelwright. Pet May 28. Cartridge. King's Lynn, June 13 at 11
 Lloyd, Edward, Pombridge, Hereford, Publican. Pet May 26. Robinson. Leominster, June 19 at 2.30
 Searborough, Stephen, Halifax, Worsted Spinner. Pet May 26. Rankin. Halifax, June 14 at 11
 Wheeler, William Henry, Sheffield, Paper Merchant. Pet May 26. Patchitt. Nottingham, June 14 at 12
 Wraith, Thomas, Newcastle-upon-Tyne, Innkeeper. Pet May 26. Mortimer. Newcastle, June 13 at 11.30

TUESDAY, June 5, 1877.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar. To Surrender in the Country.

Beanland, Charles James, Bradford, Stuff Manufacturer. Pet May 31. Leo. Bradford, June 22 at 9
 Bernhard, Godfrey Louis, jun, Liverpool, Merchant. Pet June 1. Ballinger. Liverpool, June 18 at 12
 Jones, J. R. Cwmbran, Mon, Grocer. Pet June 2. Davis. Newport, June 19 at 11
 Rogerson, Michael, jun, Bradford, Merchant. Pet June 2. Leo. Bradford, June 19 at 9
 Sharpe, John, Digby, Lincoln, Grocer. Pet May 31. Staniland. Boston, June 19 at 11.30

BANKRUPTCIES ANNULLED.

TUESDAY, June 5, 1877.

Bonham, John, Swallowfield, Berks, Butcher. May 26
 Clifford, Montague, and James Green Rogerson, Manchester, Yarn Agents. May 31
 Stringer, William, Judd st, King's cross, Coal Merchant. June 1

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, June 1, 1877.

Adam, George Dunlop, North Shields, Hotel Proprietor. June 13 at 12 at offices of Tinley and Co, Howard st, North Shields
 Adams, Jabez, Ripley, Derby, Watchmaker. June 13 at 11 at the Midland Hotel, Derby. Hodgson, Birmingham
 Arden, Robert, Stockton-on-Tees, Builder. June 13 at 3 at offices of Deeds and Co, Finkle st, Stockton-on-Tees. Botham, Stockton-on-Tees
 Atkinson, Marmaduke William, King st, Cheapside, Hatter. June 14 at 2 at the Guildhall Tavern, Gresham st. Carr and Co, Basinghall st
 Beedoes, Alfred John, Birmingham, Hoiler. June 14 at 12 at offices of Smith, Temple st, Birmingham

Becher, James, and William Becher, Tolls-hunt Major, Essex, Iron Founders. June 19 at 11 at offices of Orick and Freeman, Gate st, Maidon

Bennett, James, Nailbridge, Gloucester, Butcher. June 18 at 12 at the Fleets Hotel, Cinderford. Parker, Newnham

Burrow, Joseph, Plymouth, Cooper. June 18 at 11 at offices of Square, George st, Plymouth

Bourgh, Benjamin, Coventry, Mattress Maker. June 19 at 12 at offices of Neale, Hay lane, Coventry

Boyd, Thomas Atkinson, Redcar, York, Auctioneer. June 12 at 11 at offices of Bates, Zetland rd, Middlesbrough. Spry, Middlesbrough

Caulfield, Henry, Gateshead, Durham, Builder. June 13 at 1 at offices of Bush, Wellington st, Gateshead

Cox, Samuel, Manchester, Mill Manager. June 12 at 2 at 42, Varley st, Miles Platting

Collier, George, Britonferry, Glamorgan, Labourer. June 14 at 11 at offices of Charles, The Parade, Neath

Cookson, John, Leeds, Innkeeper. June 13 at 11 at Wharton's Hotel, Park lane, Leeds. Dawson and Greaves, Bradford

Cornwall, John, New Kent rd, Grocer. June 11 at 12 at 4, Arthur st east, London bridge

Cross, Samuel James, Bristol, Draper. June 14 at 12 at offices of Beckingham, Albion chambers, Broad st, Bristol

Dable, Henry Christian, Kingston-upon-Hull, Hatter. June 14 at 3 at offices of Fenoy, Parliament st, Hull

Dale, William, Bucknall, Stafford, Carter. June 9 at 11 at offices of Sutton, Hill Top, Burslem

Dani, Sarah, Rochdale, Machine Maker. June 19 at 3 at the Clarence Hotel, Spring gardens, Manchester. Richardson, Manchester

De Bosen, Philip, Defoe rd, Stoke Newington, Merchant's Clerk. June 14 at 3 at the London Joint Stock Bank chambers, West Smithfield. Hubbard

Dispeker, Siegmund, Ponceas lane, Importer of Havana Cigars. June 14 at 2 at 145, Cheapside. Martin, Fenchurch st

Dugdale, William, Blackburn, Boot Manufacturer. June 12 at 3 at offices of Backhouse, St John's place, Blackburn

Edleston, Joseph, Wencesbury, Stafford, Groengrocer. June 14 at 11 at offices of Siddons, High st, Wednesbury

Edlington, Samuel B. bert, Linthorpe, York, Architect. June 11 at 2 at offices of Bates, Zetland rd, Middlesbrough. Spry, Middlesbrough

Ellis, William, Great Queen's st, Lincoln's inn fields, Licensed Victualler. June 14 at 2 at offices of Perry, Guildhall chambers, Basinghall st

Fletcher, Joseph, Drydock Mills, Lancashire, Woollen Manufacturer. June 18 at 3 at offices of Standing, King st, South parade, Rochdale

Freeman, Thomas, William Stokes, and Charles Williams, Newport, Min, Engineers. June 15 at 11 at offices of Loyds, Bank chambers, Newport

Gardner, Elias, Sutton, Surrey, Saddler. June 20 at 3 at offices of Slater, Guildhall chambers, Basinghall st. Cattlin, Gresham buildings

Gott, William, Kelghley, York, Tin Plate Worker. June 13 at 11 at offices of Cooke, Bow st, Kelghley

Griffiths, Thomas, Carew, Pembroke, Innkeeper. June 11 at 2 at the Guildhall, Carmarthen. Gwynne and Stokes, Tenby

Gulliver, George, Barneley, Ironmonger. June 25 at 2 at the Queen's Hotel, Barnsley

Guy, Thomas Darnton, Redcar, York, Painter. June 13 at 3 at offices of Poncek, Zetland rd, Middlesbrough

Harrison, Francis, Morpeth, Northumberland, Watchmaker. June 14 at 3 at offices of Nicholson, Bridge st, Morpeth

Hartley, Thomas, Kidderminster, Worcester, Ale Merchant. June 15 at 3 at the Lion Hotel, Kidderminster. Free, Birmingham

Heslan, Robert Ake, Halifax, Beerhouse Keeper. June 13 at 11 at offices of Leeming, George st, Halifax

Heslop, Richard, Darlington, Durham, Builder. June 15 at 11.30 at the Trevelyn Hotel, Grange rd, Darlington

Hodson, Christopher, Manchester, Bootmaker. June 15 at 3 at offices of Shippey and Field, Cooper st, Manchester

Homewood, George, Beckenham, Kent, Grocer. June 18 at 12.30 at 4, Arthur st east, London bridge. May and Co, Adelaid place, London bridge

Humphreys, Henry, Pontardawe, Glamorgan, out of business. June 13 at 12 at offices of Donacue, Worcester place, Swansea

Hyde, John, Stotteston, Salop, Farmer. June 12 at 11 at offices of Beckhouse, Whitbarn st, Bridgnorth

Jennings, Michael John, Birkenhead, Bootmaker. June 13 at 2 at offices of Thompson and Shinn, Hamistons sq, Birkenhead. Downham, Birkenhead

Jones, David, Longton, Stafford, Commission Agent. June 14 at 11 at offices of Welch, Caroline st, Longton

Jones, Griffith, Bethesda, Carnarvon, Grocer. June 10 at 2 at the British Hotel, Bangor. Jones and Roberts, Bangor

Jones, Hugh, King Henry walk, Islington, Dairyman. June 9 at 3 at 173, Ball's Pond rd, Kenton, Highgate

Jones, William, and Treherne, Thomas, Pontardulais, Glamorgan, Sawyers. June 12 at 3 at offices of Glaselinde, Fisher st, Swansea

Keridge, Walter, Lawshall, Suffolk, Farmer. June 13 at 2 at the Guildhall, Bury St Edmunds. Cardinal, Halstead

Keyte, William, and Henry Hickman, Balball heath, Worcester, Builders. June 11 at 12 at offices of Fallows, Cherry st, Birmingham

Kinns, John, St Leonard, Sussex, Dyer. June 14 at 2 at 14, Old Jewry chambers. Russell and Co

Leatherby, David, Burton-upon-Trent, Architect. June 15 at 12 at offices of Drewry, High st, Burton-upon-Trent

Long, John Pitter Atkins, Taunton St James, Somerset, Assistant Surveyor of Taxes. June 14 at 11 at offices of Reed and Cook, Paul st, Taunton

Lowson, Thomas, Annfield Plain, Durham, Licensed Victualler. June 12 at 2 at offices of Stanford, Collingwood st, Newcastle-upon-Tyne

Macnally, Archibald, Stockport, Cheshire, Commercial Clerk. June 15 at 3 at offices of Boote and Edgar, Rooth st, Manchester

Major, John Willis, Bideford, Devon, Town Crier. June 13 at 12 at offices of Booker and Bazeley, Bridgehead st, Bideford

Marshall, Henry Fighting, Blackwater, Hants, Gent. June 16 at 2.30 at the White Lion Hotel, Guildford. Angell and Imbert-Terry, Graham st

Marshall, John, Upper Tulse hill, Brixton, Tailor's Assistant. June 20 at 2 at offices of Lockyer, Gresham buildings, Guildhall

McDonald, George, Birstall hill, nr Leicester, Tailor. June 14 at 11 at offices of Wright, Gallowtree gate, Leicester

McIntyre, Alexander, Forest hill, Kent, Olman. June 13 at 3 at offices of Hicklin and Washington, Trinity sq, Southwark

Middleton, James Taylor, and Albert Middleton, St George at, St George's-in-the-East, Oil Merchants. June 25 at 3 at the Guildhall, Tavara, Gresham st. Woodbridge and Sons, Clifford's inn

Moody, Thomas, High Wycombe, Buckingham, Labourer. June 16 at 11 at offices of Clarke, Easton st, High Wycombe

Moore, Joseph, Coventry, Trimming Manufacturer. June 12 at 12 at offices of Hughes and Masser, Little Park st, Coventry

Morris, Timothy, Birmingham, Philosophical Instrument Manufacturer. June 14 at 11 at offices of Simmons, Bennett's hill, Birmingham

Newell, Henry Frederick, Bradford, York, Photographic Artist. June 13 at 11 at offices of Rhodes, Manor row, Bradford

Nicholson, Henry John, North Shields, Northumberland, Hosiery. June 4 at 11 at offices of Kidd, Norfolk st, North Shields

Ninkels, Thomas, Gloucester, Master Mariner. June 15 at 3 at offices of Haines, St John's lane, Gloucester

Old, Sidney Frederick Charles, Swansea, Glamorgan, Broker. June 14 at 11 at offices of Leyson, Fisher st, Swansea

Oppenheim, Joseph Gutman, Leeds, Commission Agent. June 13 at 3 at offices of Routh and Co, Royal Insurance buildings, Park row, Leeds. Carr

Owens, William, Carnarthen, Butcher. June 16 at 2 at the Guildhall Carmarthen. Lloyd, Haverfordwest

Pallister, Richard, Ushaw Moor, Durham, Labourer. June 15 at 11 at offices of Chambers, Saddler st, Durham

Palmer, John Tims, Brookhampton, Oxford, Farmer. June 19 at 11 at the Queen's Hotel, Reading. Mallam, Oxford

Parker, Thomas, Landport, Hants, Chief Engineer R. N. June 15 at 4 at offices of King, North st, Portsea

Perry, John, Llanidan, Anglesea, Farmer. June 13 at 12 at offices of Knowles, Union court, Castle st, Liverpool

Perry, Mary, Llanidan, Anglesea. June 13 at 11 at offices of Knowles, Union court, Castle st, Liverpool

Peddie, George, High Wycombe, Buckingham, Timber Merchant. June 16 at 2 at the Guildhall, High Wycombe. Clarke, High Wycombe

Phillips, William, Craven st, East rd, City rd, Cabinet Maker. June 14 at 3 at offices of Hicklin and Washington, Trinity sq, Southwark

Pothan, Richard, Madeley, Salop, Grocer. June 12 at 12 at offices of Osborne, New st, Shifnal

Poster, Jonathan, Eilton, Salop, Farmer. June 12 at 11 at offices of Nowill, Bishop's Castle

Protheros, Charles Arthur, Southport, Lancashire, Day Waiter. June 19 at 3 at offices of Walton and Smith, Borough buildings, Southport

Ridgwell, George, Pavilion rd, Chelsea, Corn Merchant. June 18 at 2 at offices of Carter and Bell, Kascheap

Robinson, Mary Ann, Haltwhistle, Northumberland, Innkeeper. June 14 at 11 at offices of Taylor, Grey st, Newcastle-upon-Tyne

Robinson, Thomas, Widdoworth, Lincoln, Farmer. June 14 at 3 at the White Hart Hotel, Gainsborough. Heathcote, Doncaster

Rosner, Isaac, Middlesbrough, York, Jeweller. June 7 at 3 at offices of Merrick, Karl st, Coventry

Ruffell, Edward John, Southampton, Milliner. June 18 at 12 at offices of Guy, Albion terrace, Southampton

Salisbury, John, Nottingham, Confectioner. June 18 at 11 at the Assembly Rooms, Low pavement, Nottingham. Black, Nottingham

Shenton, Samuel, Fenton, Stafford, Boot Maker. June 11 at 11 at offices of Tennant, Cheapside, Hailey

Skeldon, Mary Josephine, Handsworth, Stafford. June 15 at 11 at offices of Blewitt, Waterloo st, Birmingham

Stephens, John, Cinderford, Gloucester, Licensed Victualler. June 15 at 12.30 at the New Inn Hot l, Gloucester. Parker, Newnham

Taylor, Ralph, Lincoln, Painter. June 16 at 11 at offices of Toynbee and Co, Bank st, Lincoln

Teasdale, Richard, Durham, Publican. June 13 at 12 at offices of Granger, Saddler st, Durham

Thirkettle, John Henry, Woking Station, Surrey, Grocer. June 13 at 2 at Anderson's Hotel, Fleet st. Durbridge, Guildford

Thurman, James, Mark Thurman, Edwin Thurman, and William Thurman, Bailey Carr, York, Woollen Manufacturer. June 13 at 3.30 at the Station Hotel, Southill. Ibberson, Dewsbury

Travis, Samuel, Manchester, Manufacturers' Agent. June 13 at 3 at offices of Sampson, South King st, Manchester

Triggs, Edward, Newcastle-upon-Tyne, Innkeeper. June 14 at 2 at offices of Keenlyde and Forster, St John's chambers, Grainger st west, Newcastle-upon-Tyne

Volgt, Auguste Wilhelm, Birmingham, Commission Agent. June 12 at 11 at offices of Solomon, Ann st, Birmingham

Wheeler, Thomas, Raynham, York, Grocer. June 18 at 1 at the Black Swan Hotel, Snig Hill, Sheffield. Dobbs, Bigg

Wekford, James, Richmond rd, West Brompton, Grocer. June 18 at 2 at offices of Smith, Farnival's inn

Warren, Frederick, Brighton, Chemist. June 15 at 2 at offices of Clennell and Fraser, Great James st, Bedford row. Nye, Brighton

Weaver, Vincent Corbet, Worthen, Salop, Licensed Victualler. June 13 at 11 at offices of Morris, Swan Hill, Shrewsbury. Watson, Shrewsbury

Wilkinson, Thomas, Annesley Woodhouse, Nottingham, Butcher. June 13 at 12 at offices of Fraser, Brougham chambers, Wheeler gate, Nottingham

Woods, Josiah, Birkenhead, Cheshire, Aerated Water Manufacturer. June 11 at 12 at offices of Sobright and Co, Hamilton st, Birkenhead

Woods, William, Marylebone rd, Upholsterer's Foreman. June 9 at 11 at offices of Collis, Duke st, Manchester

TUESDAY, June 6, 1877.

Abbey, Alfred Thomas, Walsal, Stafford, Provision Dealer. June 20 at 11 at offices of Wilkinson and Gillespie, Bridge st, Walsal

Aford, Frederick, Cambridge, Commercial Traveller. June 13 at 3 at 30, Regent st, Cambridge. Adcock, Cambridge

Austin, James, Liverpool, Fancy Box Manufacturer. June 15 at 3 at offices of Masters and Fletcher, North John st, Liverpool

- Baker, William, Northampton, Bucks, Butcher. June 15 at 2 at the Bell Hotel, Aylesbury. Rawson, Great Marlow
- Barber, William, Coventry, Currier. June 15 at 11 at offices of Hughes and Masser, Little Park st, Coventry
- Biddle, Ann, Croydon, Pastrycook. June 18 at 3 at 1, Gresham building, Guildhall, Lockyer
- Biggs, Charles, King's Lynn, Norfolk, Coal Dealer. June 18 at 12 at offices of Beloe, New Conduit st, King's Lynn
- Bradshaw, George, Chadlington, Hertford, Tailor. June 22 at 11 at offices of Neve, Park st west, Luton
- Bratby, John, Derby, Commission Agent. June 20 at 12 at the Midland Hotel, Derby. Black, Nottingham
- Broadberry, Charles, East Retford, Nottingham, Tinner. June 18 at 11 at offices of Marshall and Co, East Retford
- Brown, John Bromfield, Kenilworth, Trimming Manufacturer. June 14 at 11.30 at offices of Hughes and Masser, Little Park st, Coventry
- Bullock, Robert, York, Fish Dealer. June 16 at 11 at offices of Lodge, Park row, Leeds
- Chamberlain, George, Glastonbury, Somerset, Hay Dealer. June 19 at 11 at offices of Swayne, High st, Glastonbury
- Clarke, William Long Slade, Southampton, Picture Frame Maker. June 18 at 3 at offices of Barnett, High st, Southampton. Harfield, Southampton
- Colville, Walter, Swancombe, Kent, Bricklayer. June 18 at 2 at offices of Shakespeare, High st, Chatham Intra
- Davis, William Henry, Birmingham, Grocer. June 21 at 3 at offices of Jaques, Cherry st, Birmingham
- Davison, Charles, Dewsbury, York, Fish Dealer. June 19 at 3 at offices of Shaw, Bond st, Dewsbury
- Dawson, William, Gravesend, Hotel Manager. June 15 at 11 at offices of Britton, High st, Maldenhead
- De Rialp, Francisco Carlos, Guildford st, Russell sq. June 14 at 1 at offices of Wright and Law, High Holborn
- Eccles, Thomas, Birmingham, Jeweller. June 15 at 11 at offices of Cheston, Moor st, Birmingham
- Eldridge, Stephen Waddington, and William Graham, Portsmouth, Grain Importers. June 18 at 2.30 at Totterdell's Hotel, St George's sq, Portsea. King, Portsea
- Ellis, John William, Hemel Hempstead, Herts, Draper. June 19 at 3 at offices of Mote, South sq, Gray's inn
- Evans, Thomas, Pontre, nr Pontypridd, Draper. June 19 at 2 at offices of Tribe and Co, Crookherbtown, Cardiff. Morgan, Pontypridd
- Faulkner, Richard, Exeter, Currier. June 19 at 12 at the Castle Hotel, Castle st, Exeter. Flood, Exeter
- Ferguson, Thomas, Halifax, Umbrella Maker. June 18 at 3 at offices of Longbottom, Northgate chambers, Halifax
- Foster, Robert, Fulmer, Buckingham, Grocer. June 19 at 12 at the Crown Hotel, Slough. Clarke, High Wycombe
- Gillman, Edwin Augustus, Lionfield, Stafford, Tailor. June 19 at 11 at the Vine Inn, Vine st, Stafford. Griffiths, Newcastle
- Gwillim, Gwillim, Cefncoed Farm, Glamorgan, Farmer. June 14 at 1 at offices of Leyson, Bridge st, South
- Hale, Henry, Southampton, House Decorator. June 15 at 3 at offices of Shuttle, Portland st, Southampton
- Hard, John, Finton, Sussex, Harness Maker. June 20 at 3 at offices of Nye, North st, Brighton
- Harrison, George Embry, Humberstone, Leicester, Commission Agent. June 18 at 3 at the Queen's Hotel, Birmingham. Wright, Leicester
- Henshaw, George, Folkestone, out of business. June 19 at 3 at the Royal Oak Hotel, Ashford. Till, Canterbury
- Hartmont, Edward Hertsberg, Lombard st, Financial Agent. June 25 at 2 at the Inns of Court Hotel, Lincoln's inn fields. Elmalle and Co
- Humphrey, Robert, Gateshead, Durham, Grocer. June 15 at 11 at offices of Keenlyside and Forster, Grainger st west, Newcastle-upon-Tyne
- Jackson, Ebenezer, and Arthur Jackson, Hertford, Auctioneers. June 18 at 2 at the Guildhall Tavern, Gresham st. Mason, Gresham st
- Jarvis, Thomas, Handsworth, Stafford, Traveller. June 25 at 3 at offices of Ratcliff, Bennett's hill, Birmingham
- Jeffrey, Henry, and William Jeffrey, New Radford, Nottingham, Lace Manufacturers. June 25 at 11 at offices of Brittle, St Peter's gate, Nottingham
- Jennings, William Taylor, Gracechurch st, Peat Charcoal Burner. June 25 at 12 at offices of Miller and Miller, Sherborne lane
- Johnson, Edwin Orfeur, and Charles Edwin Johnson, Newington, York, Saw Mills Proprietors. June 19 at 3 at offices of Pickering, Parliament st, Kingston-upon-Hull. Summers, Hull
- Jones, James Daniel, Clevedon, Somerset, Fishmonger. June 15 at 3 at the Bristol Hotel, Clevedon. Woodroffe, Clevedon
- Jones, Thomas, Birmingham, Draper. June 19 at 3 at 3 at offices of Jaques, Cherry st, Birmingham
- Laidman, Leonard, Elstree, Herts, late Clerk to the Incorporated Law Society. June 18 at 2 at 36, King William st. Caines, Serjeants' inn, Temple
- King, Henry, Jun, Fittleworth, Sussex, Builder. June 16 at 4 at the Swan Hotel, Fittleworth. Mait, Storrington
- Lawrence, William, London st, Greenwich, Clothier. June 19 at 2 at offices of Carter and Bell, Eastcheap
- Lowther, George, Liverpool, Retailer of Beer. June 29 at 3 at offices of Lowe, Castle st, Liverpool
- Maddock, Thomas Adolphus, Nugent terrace, Abbey rd, St John's wood, Tailor. June 16 at 1 at 37, Bedford row. Marshall
- Martin, John, Swansea, Draper. June 16 at 11 at offices of Thomas, York place, Swansea
- Martin, William, Guildford, Surrey, Watchmaker. June 19 at 3 at the White Lion Hotel, Guildford. Newbridge, Guildford
- Martindale, Francis, St Albans, Hertford. June 20 at 3 at the Peashen Commercial Inn, Holywell st, St Albans. West and Co, Cannon st
- McCulloch, Andrew, Burslem, Stafford, Draper. June 15 at 2 at offices of Tomkinson and Furnival, Hanover st, Burslem
- Millen, Richard William, Paternoster row, Printer. June 14 at 3 at offices of Cooper, Chancery lane
- Milligan, Michael, Newcastle-upon-Tyne, Jeweller. June 18 at 3 at offices of Johnston, Pilgrim st, Newcastle-upon-Tyne
- Mitchell, Joseph, Brayton, York, Auctioneer. June 16 at 12 at the Londesborough Arms Hotel, Selby. Weddall and Parker, Selby
- Morton, William, Birmingham, Furniture Dealer. June 20 at 3 at offices of Jaques, Cherry st, Birmingham
- Neal, George, Rugeley, Stafford, Grocer. June 15 at 2 at the Star Inn, Bow st, Rugeley. Flint, Uttoxeter
- Nicholson, Robert, Kendal, Westmorland, Innkeeper. June 18 at 11 at offices of Thomson and Wilson, Finkle st, Kendal
- Norwood, Alfred, Langley Moor, Durham, Shoes Dealer. June 18 at 12 at the Hat and Feathers Hotel, Market place, Durham. Haswell, Sunderland
- Osborne, Philip, Newton-in-Middlewich, Cheshire, Beerhouse Keeper. June 20 at 11 at offices of Cooper, Town Hall passage, Congleton
- Owen, Benjamin, Ynysyghaiarn, Carnarvon, Grocer. June 18 at 1 at the Commercial Hotel, Portmadoc. Ellis, Four Crosses, Festiniog
- Pago, Theodore, Birwain, Glamorgan, Accountant. June 18 at 11 at offices of Phillips, Canon st, Aberdare
- Parsons, Thomas, Coventry, Hairdresser. June 18 at 11.30 at offices of Seymour, St Mary's st, Coventry
- Pengelly, John, Beerferris, Devon, Publican. June 16 at 11 at offices of Bridgman, Princess sq, Plymouth
- Peters, William, Hendbani, Brecon, Farmer. June 22 at 12 at offices of Gardner, Town Hall, Abergavenny
- Potts, John, Portobello, Stafford, Grocer. June 16 at 11 at offices of Stratton and Rudland, Queen st, Wolverhampton
- Ramsay, George, Raphael st, Knightsbridge, Baker. June 21 at 3 at offices of Thacker, Bennett's hill, Doctors commons
- Richardson, Richard, Jun, Fakenham, Norfolk, Boot Maker. June 18 at 2 at offices of Oates, Swan st, Fakenham
- Robinson, Edward, Kingst-in-upon-Hull, Corn Merchant. June 14 at 3 at offices of Woodhouse and Peach, Parliament st, Hull
- Robinson, Tom, Huddersfield, York, Joiner. June 15 at 3 at offices of Ainley, New st, Huddersfield
- Saer, David Protheroe, Pembroke, Surgeon. June 18 at 2 at the Guildhall, Carmarthen. Gwynne and Stokes, Tenby
- Sanger, John Hyrum, Manchester, Bootmaker. June 16 at 2 at 42 Varley st, Miles Platting
- Shackleton, William, Cornholme, York, Cotton Spinner. June 19 at 11 at the Clarence Hotel, Spring gardens, Manchester. Eastwood, Todmorden
- Shaw, William, and James Ward, Leicester, Boot Manufacturers. June 19 at 3 at offices of Shires, Market st, Leicester
- Sherwin, Andrew, Hanley, Stafford, Writing Clerk. June 14 at 11 at the Saracen's Head Hotel, Hanley
- Slade, William Samuel, Roan Horse mews, Pollard row, Bethnal green, Cabinet Manufacturer. June 20 at 3 at offices of Quiller, Fore st
- Speakman, Thomas, Manchester, Architect. June 22 at 3 at the Star Hotel, Deansgate, Manchester. Smith, Manchester
- Stevens, William, Burnley, Lancashire, Auctioneer. June 22 at 3 at the Woolpack Hotel, Strangeways, Manchester. Sutcliffe, Burnley
- Stroud, William, Mason st, Cornwall rd, Lambeth, Coal Dealer. June 13 at 2 at offices of Ager, Bernard's inn, Holborn. Padmore, Bernard's inn
- Styles, Andrew, Pontypridd, Glamorgan, Cooper. June 20 at 3 at offices of Holler and Williams, Pontypridd
- Swain, John, Birmingham, Malleable Ironfounder. June 18 at 3 at offices of Jaques, Cherry st, Birmingham
- Sykes, William, Crews, Cheshire, Herbalist. June 15 at 10 at 75, Market st, Crews. Pounton, Crews
- Thomson, John, and George Robert Bell, Liverpool, Coal Merchants. June 20 at 3 at offices of Pemberton and Co, Harrington st, Liverpool
- Thorpe, Joseph, Nottingham, Boiler Maker. June 29 at 12 at offices of Smith, Fletcher gate, Nottingham
- Topping, John, Bolton, Lancashire, Joiner. June 18 at 3 at offices of Dowling, Wood st, Bolton
- Travis, John, Kingston-upon-Hull, Oil Refiner. June 14 at 3 at offices of Chambers, Scale lane, Kingston-upon-Hull
- Tribe, Charles, Wadsworth, Sussex, Grocer. June 15 at 4 at offices of Stone and Simpson, Church rd, Tunbridge Wells
- Wall, Thomas, Jun, Banbury, Oxford, Rope Manufacturer. June 15 at 3 at the Leather Bottle Inn, Bridge st, Banbury. Pain and Hawtin, Banbury
- Warren, Thomas Oakley, Monnow rd, Bermondsey, Builder. June 19 at 3 at offices of Saffery and Huntley, Toley st, Southwark
- Warren, Thomas, Piccadilly, Stock Dealer. June 25 at 12 at offices of Hudson, Furnival's inn, Holborn
- White, John, Winalw, Backingham, Innkeeper. June 15 at 10.30 at the Clarendon Hotel, Linslade. Shepherd and Ewen, Luton
- Wigley, Thomas, Clydach Vale, Glamorgan, Grocer. June 15 at 10 at offices of Morgan, Mill st, Pontypridd
- Worley, Richard, Fonthill rd, Holloway, Furniture Dealer. June 14 at 3 at 37, Bedford row. Marshall
- Yeend, James, Gloucester, Builder. June 18 at 11 at 45, Eslegate st, Gloucester. Franklin
- Yoxall, George, Balsall Heath, Worcester, Milkman. June 26 at 3 at offices of Buller and Bickley, Bennett's hill, Birmingham

WIPE YOUR FEET.

BEST DOOR MATS

TRELOAR AND SONS,

69, LUDGATE HILL, LONDON, E.C.

TWO LAWYERS.—A job lot of Deed Boxes (second hand) with fall-down and lift-up lids, suitable to the profession, are now on Sale at Griffiths & Co.'s, 43, Cannon-street, E.C., and will be sold at 10 per cent. under cost, previous to re-building of premises.

APARTMENTS.—To Let, a furnished Bed and sitting Room at Hornsey, five minutes from the Great Northern station. Terms moderate. Arrangements may be made for entire or partial board.—Address Mrs. GREEN, No. 10, Hornsey-park-road, Hornsey, N.

LEGAL AND GENERAL LIFE ASSURANCE OFFICE, No. 10, FLEET-STREET, LONDON, E.C.
8th JUNE, 1877.

The Proprietors of this Society are requested to take notice that the Dividend for the Current Year on the Proprietors' Fund will be Payable at the Office on Monday, the 2nd day of July, next and following days, between the hours of 11 and 2 o'clock. The transfer books of the Society will be closed from Friday, the 15th inst., to Saturday, the 20th inst., both days inclusive.

By order of the Board,
E. A. NEWTON, Actuary and Manager.

LAW UNION FIRE and LIFE ASSURANCE COMPANY. Chief Office—126, Chancery-lane, London, W.C.
The Funds in hand and Capital subscribed amount to upwards of £1,400,000 sterling.

Chairman—JAMES CUDDON, Esq., Barrister-at-Law, Goldsmith-build-
ing, Temple.

Deputy-Chairman—C. PEMBERTON, Esq. (Lee & Pemberton), Solicitor
44, Lincoln's-inn-fields.

Every description of Fire and Life Insurance business transacted.

The Directors invite attention to the new form of Life Policy, which
free from all conditions.

The Company advances Money on Mortgage of Life Interest and
Reversions, whether absolute or contingent.

Prospectuses, Copies of the Directors' Report, and Annual Balance
Sheet, and every information, sent post free, on application to

FRANK M'GEDY, Actuary and Secretary.

ACCIDENT INSURANCE COMPANY
(Limited), 7, Bank-buildings, Lothbury, E.C.

General Accidents.
Railway Accidents.

Personal Injuries.
Death by Accidents.

O. HARDING, Manager.

THE AGRA BANK (LIMITED).
Established in 1833.—Capital, £1,000,000.

HEAD OFFICE—NICHOLAS-LANE, LOMBARD-STREET, LONDON.

BRANCHES in Edinburgh, Calcutta, Bombay, Madras, Kurrachee, Agre,
Lahore, Shanghai, Hong Kong.

CURRENT ACCOUNTS are kept at the Head Office on the terms cus-
tomary with London bankers, and interest allowed when the credit
balance does not fall below £100.

DEPOSITS received for fixed periods on the following terms, viz.:—
At 5 per cent. per annum, subject to 12 months' notice of withdrawal.
For shorter periods deposits will be received on terms to be agreed
upon.

BILLS issued at the current exchange of the day on any of the Branches
of the Bank free of extra charge; and approved bills purchased or sent
for collection.

SALES AND PURCHASES effected in British and foreign securities, in
East India Stock and loans, and the safe custody of the same under-
taken.

Interest drawn, and army, navy, and civil pay and pensions realized.
Every other description of banking business and money agency,
British and Indian, transacted. J. THOMSON, Chairman.

PARTRIDGE & COOPER.

WHOLESALE AND RETAIL STATIONERS

193, Fleet-street, and 1 & 2, Chancery-lane, London, E.C.

Carriage paid to the Country on Orders exceeding 20s.

DRAFT PAPER, 5s., 6s. 6d., 7s. 6d., 7s. 9d., and 9s. 9d. per ream.

BURY PAPER, 15s. 6d., 17s. 6d., and 23s. 6d. per ream.

FOOLCAP PAPER, 10s. 6d., 14s. 6d., and 18s. 6d. per ream.

CREAM-LAID NOTE, 3s., 4s., and 5s. per ream.

LARGE CREAM-LAID NOTE, 4s. 6d., 6s. 6d., and 8s. per ream.

CREAM-BLUE NOTE, 3s. 6d., 4s. 6d., and 6s. 6d. per ream.

ENVELOPES, CREAM OR BLUE, 3s. 9d., 4s. 6d., and 6s. 6d. per 1000.

THE "TEMPLE" ENVELOPES, extra secure, 9s. 6d. per 1000.

FOOLCAP OFFICIAL ENVELOPES, 1s. 9d. per 100.

PARTRIDGE & COOPER'S VELLUM WOVE CLUB-HOUSE NOTE, 9s. 6d. per
ream. This incomparable Paper has raised up a host of worthless
imitations. Purchasers are particularly requested to observe that
each sheet bears the fac-simile water-mark, "PARTRIDGE
COOPER'S VELLUM-WOVE CLUB-HOUSE PAPER," without
which none is genuine.

LEATHER SKINS, Printed and Machine-ruled, 2s. 5d. each, 25s.
doz., 150s. per roll.

BOOKS ON FOLIOLENS, Ruled, 3s. 1d. each, 24s. per dozen, 115s. per
roll.

BOOKS ON MEMORIALS, 8d. each, 7s. 6d. per dozen.

LEDGERS, Day Books, Cash Books, Letter or Minute Books.

An immense stock in various bindings.

ADVOWSON or NEXT PRESENTATION
for SALE.—A rectory in a home county; parish agricultural;
situation high and very healthy, gravelly soil; ancient church, lately
restored; new school; good family house, with usual outbuildings,
standing in its own beautiful well-timbered grounds, with extensive
views; good society; 42 acres of glebe in a ring fence; near a first-
class railway station, within an hour of London. Sold subject to the life
of incumbent. Income upwards of £400. Population 240.—Principals
or Solicitors referred to F. WICKINGS SMITH, Esq., Solicitor, 63,
Lincoln's-inn-fields, or Mr. H. W. BAGSTRA, 14, Southampton-street,
Strand.

BAGSHOT,
Borders of Berks, close to the Royal demesne of Bagshot Park.—
Attractive modern residence in grounds of great beauty, splendidly
shrubbed and timbered, with inclosures of valuable meadow land,
15 cottages, &c., close to the new station on the Aldershot and Ascot
railway, 3½ miles from Sunningdale Station.

MR. BEAL is instructed to offer, by AUCTION,
at the MART, on WEDNESDAY, 4th JULY, at ONE o'clock,
the CHARMING RESIDENCE, known as Lamborne House, in perfect
order, containing eight bed rooms, bath room, spacious library, dining
room 27ft. by 18ft., double drawing room 38ft. by 13ft.; capital offices;
three small stable, loose box, cowhouse, &c.; seated in grounds beauti-
fully shrubbed, with fine specimen pines, Wellingtonias, cedars, and
various conifers, unique Japanese garden, walled in and open
kitchen gardens, greenhouse, pits, &c. Pews in church. With 15 cot-
tages, all let at low rents; paddocks. The whole comprising 12 acres,
parts available for the erection of villas.

Particulars at the Mart; of
Messrs. TAMPLIN, TAYLER, & JOSEPH, 159, Fenchurch-
street;
and, with card to view, of the Auctioneer, 20, Regent-street, W.

THORNHILL PARK.

Within 2½ hours of London by fast train, within four miles of South-
ampton, midway between Botley and Southampton.—An attractive
beautiful Freehold Residential Property, seated in a park of great
beauty, richly wooded, and displaying in the vigour of the plantations
and the beauty of the shrubs the result of 40 years' constant care of
the late owner. The mansion is approached by a fine sweeping
carriage drive with two entrance lodges, and stands on raised plateau
commanding fine views of Southampton Water and the surrounding
country, has every accommodation for a numerous establishment,
with spacious and appropriate outbuildings, stabling, farmery,
cottages, &c.; water very pure and abundant. The estate lies
almost in a ring fence, and comprises 370 acres. There are some
valuable sites for building in the Botley and Southampton-road, the
sale of which would be no injury to the estate.

MR. BEAL has been favoured with instructions to
shortly offer the above to SALE, by AUCTION (unless
previously sold by Private Contract).

Views, printed particulars, and plans may shortly be had of

H. DUMBLETON, Esq., Solicitor, 40, Chancery-lane;
at the Mart; and of the Auctioneer, 20, Regent-street, S.W.

MR. JAMES POUSTY will SELL, by AUCTION,
at the MART, on THURSDAY, JUNE 14th, at TWO (unless
previously disposed of by private contract) :—

SOUTH NORWOOD.—Freehold Family Residence, Egmont
House, Howard-road, Woodside. Handsome elevation; choice pos-
sition; 5 bedrooms, 3 reception-rooms, conservatory, kitchen, scullery,
&c.; stable, harness-room, coach-house, and loft; good gardens, well
planted, paddock, &c. Near station. With possession.

WEST DULWICH.—Freehold, 6, Carson-road, Thurlow-park-
road, semi-detached; near station. 5 bedrooms, 2 parlours, kitchen,
&c.; no underground rooms; good garden. With possession.
May be viewed. Particulars of

D. BIRT, Esq., Solicitor, Town Hall-chambers, Southwark;
and of the Auctioneer, 97, Fleet-street.

BELGRAVIA.

On the Duke of Westminster's Estate.—An eligible Leasehold Resi-
dence, forming a first-class Investment, with possession 4½ years
hence, when a considerably increased rent may be relied on should
the purchaser not then propose to enter upon occupation.

MR. ROBINS (of 5, Waterloo-place, Pall-mall) is
desired by the Executors of the Will of the late James Scott, Esq.,
to SELL, by AUCTION, at the MART, in Tokenhouse-yard, E.C., on
MONDAY, JUNE 18, at TWO precisely, the capital LEASEHOLD
RESIDENCE, No. 33, Eccleston-street, adjoining Chester-square, Bel-
gravia, in absolutely perfect order and repair, and comprising twelve
rooms, pretty conservatory, and numerous conveniences; let on a
lease whereof 4½ years are unexpired, at £135 per annum, the present
annual value being moderately estimated at £250. Held direct from
the freeholder for about 47 years, at a ground-rent of only £12.

Particulars of
E. J. BARREN, Esq., Solicitor, 55, Lincoln's-inn-fields;
at the Mart; and of Mr. ROBINS.

MAIDA VALE.

Valuable Leasehold Ground-rents (by order of Executors) amounting
to £186 per annum, abundantly secured upon Nos. 3, 5, 7, 9, and 11,
Elgin-road, and Nos. 2, 4, 6, 8, 10, 12, 14, 16, and 18, Elgin-mews,
North; held on original leases for an unexpired term of 33 years, at
rents amounting to £32 per annum.

MR. ROBINS (of 5, Waterloo-place, Pall-mall) will
SELL the above, by AUCTION, at the MART, Tokenhouse-
yard, E.C., on MONDAY, JUNE 18, at TWO precisely.

Particulars may be had of
Messrs. LEWIN & CO., Solicitors, 32, Southampton-street, Strand;
the Mart; and of Mr. ROBINS.

BRIXTON.

Accessible from either the City or West-end by omnibus, rail, or tram.
—An important Freehold Property, most advantageously situate in the Effra-road, Brixton, at the corner of Saltoun-road, and immediately facing the parish church of St. Matthew. The property comprises two handsome well-built Residences, known and distinguished as "Effra House" and "Gothic House," standing in grounds upwards of half an acre in extent, containing extensive accommodation, very conveniently arranged, and having large gardens and fine well-timbered approach; both houses are let on leases to most responsible lessees at rents amounting to £220 per annum.

M^R. ROBINS (of 5, Waterloo-place, Pall-mall) will **SELL** the above capital **FREEHOLD INVESTMENT**, by **AUCTION**, at the **MART**, Tokenhouse-yard, on **MONDAY, JUNE 18**, at **TWO** precisely.

Particulars and plans may be had of
Messrs. BOOTY & BAYLIFF, Solicitors, 1, Raymond's-buildings, Gray's-inn, W.C.;
at the **Mart**; and of **M^R. ROBINS**.

CROUCH END, HORNSEY.

A valuable and highly-attractive Freehold Estate, delightfully situate on Crouch-hill, only five minutes' walk from the Crouch-end Station on the Great Northern Railway, 10 minutes' walk from the Crouch-hill Station on the Midland line, with excellent train service in 20 minutes to the City, and about a mile from Muswell-hill and the Alexandra Palace. It comprises a superior detached residence, called **Cecil House**, in perfect order throughout, approached by a carriage sweep, and containing every accommodation for a family, stabling and outbuildings, well-shrubbed pleasure grounds, productive kitchen and fruit gardens and grapes in the rear, with some park-like meadow land. In hand, and possession will be given on completion of the purchase. A detached residence adjoining, known as **Amedeo Villa**, very similar in description, with excellent garden in the rear; let on lease to **W. Marshall, Esq.**, at the low rent of £130 per annum. Also six freehold ground-rents of £10 each, amply secured upon and arising from six capital residences adjoining, and forming the whole of **Selina-crescent**, the value of which may be fairly estimated at £400 per annum. The property comprises altogether about seven acres, and in addition to its residential attractions presents an unusually favourable opportunity for a profitable building speculation, as by the judicious formation of a road through the centre of the land several charming sites would be developed for the erection of first-class residences, commanding an uninterrupted view of Muswell-hill and the Alexandra Palace and park, and without interfering with the privacy and enjoyment of **Cecil House**.

MESSE^{RS}. NORTON, TRIST, WATNEY, & CO. are instructed by the executors of the late **Wm. Booth, Esq.**, to offer the above **PROPERTY** for **SALE**, at the **MART**, on **FRIDAY, JULY 30**, at **TWO O'CLOCK** precisely. To be viewed by cards only.

Particulars, with plans, may be had of
Messrs. RISLEY & STOKER, Solicitors, 14, Gray's-inn-square;
at the **Mart**; and of the Auctioneers, 62, Old Broad-street, E.C.

SERJEANTS' INN, FLEET STREET.

Valuable and important Freehold Property, eligibly situate No. 13, Serjeants'-inn, formerly called or known by the name of Serjeants'-inn Hall and Chapel, and occupied for many years by the Amicable Society. The premises are substantially built, of handsome, imposing elevation, the front being of stone, with Ionic pillars, approached by a double flight of steps, and contains—on the upper floor, four rooms and pantry; on second floor, two good front rooms, two back rooms, water-closet, &c.; on first floor, two large light, and lofty front offices, two back offices, and a middle room; on ground floor, entrance hall, a large and lofty board room, and two offices, with stone staircase to the first floor; on basement, kitchen, scullery, good cellars, and entrance to Lombard-street in the rear. All the rooms on the ground and first floors have handsome Spanish mahogany doors. The property has a frontage to Serjeants'-inn of 51ft. 9in., extends in depth nearly 31ft. to Lombard-street in the rear (to which it has another frontage of 4ft.), and occupies an area of about 1,730 superficial feet, and is admirably adapted for a club, public institution, or chambers, with the advantage of immediate possession.

MESSE^{RS}. NORTON, TRIST, WATNEY, & CO. have received instructions to offer for **SALE**, at the **MART**, London, on **FRIDAY, JUNE 29th**, at **TWO O'CLOCK** precisely, the above valuable and important **FREEHOLD PROPERTY**.

May be viewed, and particulars, with plan, had of
Messrs. FIELD, SON, & PULLEY, Solicitors, Norwich;
C. R. RIVINGTON, Esq., 1, Fenchurch-buildings, E.C.;
at the **Mart**; and of the Auctioneers, 62, Old Broad-street.

WILTON CRESCENT, BELGRAVE SQUARE.

First-class Investments, arising out of two well-built and commodious Residences in this fashionable position. One let at £210 a year for the whole term, but estimated at the present rental value of £260 a year; the other, let till 1885, at £284 a year, when a rental of £400 per annum may be fairly anticipated.

M^R. GEORGE BERRY has received instructions to submit to **SALE**, by **AUCTION**, at the **MART**, Tokenhouse-yard, on **THURSDAY, JUNE 28**, at **TWELVE** for **ONE**, in **TWO LOTS** (unless previously disposed of by private contract), No. 1, **WILTON CRESCENT**, with the adjoining offices, being 8a, **Motcomb-street**, and No. 2, **Wilton-crescent**, with stabling in the rear. Each let as above, and held for 47 years unexpired, at the respective ground-rents of £28 and £29 a year.

Particulars may be had, 14 days prior to the sale, at the **Mart**; of
Messrs. LEE & PEMBERTON, Solicitors, 44, Lincoln's-inn-fields;
and of the Auctioneer, 8a, Motcomb-street, Belgrave-square.

MESSE^{RS}. DEBENHAM, TEWSON & FARMER'S LIST OF **ESTATES AND HOUSES** to be **SOLD** or **LET**, including **Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally**, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

PARK HILL HOUSE and 20 acres, to be **Let**, by order of the Executors, in consequence of the decease of John Wickham Flower, Esq., who occupied the property for 35 years. This well-known residence is situate on the highest ground at Croydon, and commands a magnificent view of the Addington Hills, Windor, and Harrow-on-the-Hill. It is one of the now comparatively few moderate sized residential properties near London, with ground of singular beauty which have not been spoiled by the inroad of the speculative builder.—To be viewed by cards, to be obtained of **Messrs. DEBENHAM, TEWSON, & FARMER**, 80, Cheapside. (24,977.)

UPPER TOOTING.

A very valuable Freehold Property, situate within about eight minutes' walk of Wandsworth-common and Balham Stations (whence there are frequent trains to Victoria, the Crystal Palace, and London-bridge), and about six miles only from Whitehall and the City, consisting of a comfortable Family Residence, with stabling, farmory, and other outbuildings, charming old pleasure-grounds, extensive orchards and kitchen gardens, with ornamental avenues of trained and standard fruit trees, and two excellent meadows; in all about 18a. 3r. 13p. The property possesses residential attractions seldom to be met with so near London, and is equally valuable as a building estate.

MESSE^{RS}. DEBENHAM, TEWSON, & FARMER will **SELL**, at the **MART**, on **TUESDAY, JULY 3**, at **TWO**, in **TWO LOTS** (with option), the important **FREEHOLD PROPERTY**, known as **Wandsworth Lodge**, Upper Tooting, comprising a commodious family residence, containing a prospect room, commanding splendid views, 14 bed and dressing rooms, box and lumber rooms, drawing and dining rooms, each about 27ft. by 16ft. 6in., including bow (the latter room communicating with a spacious and lofty conservatory); bath room, morning room, about 22ft. long, including bow, large kitchen, butler's pantry, and ample offices; an excellent detached billiard room or ball room, about 46ft. 6in. by 20ft. 6in., inclosed yards, with stabling for eight horses, double coach-house, harness and men's rooms, capital laundry, coal and coke houses, cowhouses and sheds, pigeries, pigeon and poultry houses, large cart shed, barn, granary, &c. There are three entrance lodges, a ballist's cottage, an extensive series of glass-houses, including vineries, strawberry, peach, fig, orchid, rhododendron, and plant houses, ranges of melon, pine, and forcing pits, tool and potting house, mushroom house, two prolific orchards, two very large walled kitchen gardens, abundantly stocked with wall, standard, and espalier fruit trees, including over 160 varieties of pears, likewise a potato ground. The beautiful pleasure grounds include a handsome wide-spreading lawn with fountain, two other lawns, charming shrubbery walks, an island, &c.; the whole entirely screened from the road by shady plantations of many years' growth, and profusely adorned with fine old ornamental timber (in which is a rookery), and splendid specimens of the choicest conifers, including *cedrus deodara*, *arancaria imbricata*, *cryptomeria*, &c.; also two capital grass paddocks, skirted by a plantation walk; the total quantity being about 18a. 3r. 13p. Lot 1 will consist of the Residence and about 10a. 3r. 13p., and Lot 2 about eight acres; both lots having long frontages to the main road from Wandsworth to Tooting, as well as to a road in the rear, and being immediately available for building. The soil is gravel, and the neighbourhood remarkably healthy.

Particulars, plans, and cards to view may be had of the Auctioneers, 80, Cheapside.

The celebrated and very valuable Freehold fully-licensed Public-house situate at the top of the Haymarket, at the corner of Coventry-street and Great Windmill-street, and known as the **Wilton (Scott's)**, let on lease at an exceedingly low rental, and offering to trustees, capitalists, brewers, and the trade a thoroughly safe and profitable investment.—In the High Court of Justice, Chancery Division: Cook v. Day.

WEATHERALL & GREEN will **SELL**, by **AUCTION**, at the **MART**, near the Bank of England, on **TUESDAY, JULY 3**, at **ONE O'CLOCK**, in one Lot (by direction of his Lordship the Master of the Rolls), the important and very valuable **FREEHOLD PROPERTY**, well known as the **Wilton (Scott's)**, comprising the houses No. 20, Coventry-street, and No. 2, Great Windmill-street, immediately opposite the Haymarket, and one of the finest positions at the West-end. It is now let on lease to a most responsible tenant at the exceedingly low rental of £200 a year, which may be considered merely a ground-rent, as irrespective of the rental value of the property, it possesses in addition the security of the present large and increasing very profitable trade, which, on the expiration of the present lease, will of necessity command an adequate premium for a renewed term. The premises are of a most substantial character, and decorated in a superior and tasteful manner. The bar has six entrances, and is especially arranged to meet the requirements of the trade, and the domestic accommodation is particularly adapted for a large establishment.

May be viewed by permission of the tenant, and particulars obtained at the **Mart**; of **Messrs. WEATHERALL & GREEN**, Auctioneers, 22, Chancery-lane; or of

Messrs. BARNARD & SON, 8, Lancaster-place, Strand; of
Messrs. M. & F. DAVIDSON & BURCH, Solicitors, 35, Spring-garden; and of
EUSTACE W. OWLES, Esq., Solicitor, No. 22, Chancery-lane.

(For Continuation of Sales see Back Page.)